

# EXHIBIT E

CONFIRMED FILE DATE: 5/4/2015

CAUSE NO. 2015 25577

Time:

By:

FILED  
Chris Daniel  
District Clerk

MAY 04 2015

Harris County, Texas

Deputy

TINA ALEXANDER,  
Plaintiff, Pro Se

V.

WELLS FARGO BANK, N.A.  
FKA WACHOVIA MORTGAGE, FSB,  
FKA WORLD SAVINGS BANK, FSB,  
ITS SUCCESSORS AND/OR ASSIGNS,  
"DOES" 1-10  
Defendant(s)\*these being fictitious names as the true and actual identities  
are not known by Plaintiff at this time

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

165 JUDICIAL DISTRICT

COMPLAINT FOR:

1. DECLARATORY RELIEF
2. TEMPORARY RESTRAINING ORDER

BENCH TRIAL REQUESTED**PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR DECLARATORY****JUDGEMENT AND TEMPORARY RESTRAINING ORDER**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Tina Alexander, *Pro Se* (hereinafter referred to as "Plaintiff") hereby files this Plaintiffs' Original Petition and Request for Declaratory Judgment and Request for a Temporary Restraining Order complaining of defendants Wells Fargo Bank, N.A., FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB, its successors and/or assigns, and "Does 1-10" for the underlying violations of the Texas Constitution, Texas Deceptive Trade Practices Act, Texas Uniform Commercial Code, violation of the Texas legal standard regarding Breach of Contract, Remedial Fraud, Negligent Representation, Duty to Deal in Good Faith and the Ogden Notice Requirement, and in support thereof shows the Court the following:

**I. DISCOVERY PLAN**

1. Plaintiff requests that Discovery shall be conducted under Level 2 of Rule 190.3 of the Texas Rules of Civil Procedure.

**II. PARTIES**

2. Plaintiff Tina Alexander at all relevant times were and continues to be, a resident of the

County of Harris, State of Texas, and is the title owner of the real property situated at 12318 Mossycup Drive, Houston, Texas. Tina Alexander may be served with papers and other service at the above address as they are in Pro Se.

3. Defendant Wells Fargo Bank, N.A., FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB, its successors and/or assigns, upon information and belief, is a federally chartered bank and is engaged in the banking business in the State of Texas, who may be served by and through their Registered Agent, Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808 and Wells Fargo Bank, N.A., 4101 Wiseman Boulevard, San Antonio, TX 78251. Service of said Defendant as described above can be effected by Certified Mail Return Receipt Requested.

4. Plaintiff is unaware of the true names and capacities of the Defendants sued herein and identified in the caption as John Doe's 1 through 10 inclusive, and therefore sue these Defendants as "Doe's". Upon information and belief, the "Doe" defendants are agents, servants, and/or employees of Defendant Wells Fargo Bank, N.A., and they engaged in conduct that is complained of herein; at all relevant times, the "Doe" defendants acted within the scope of their agency and/or employment and each of the foregoing "Doe" Defendants is responsible for the conduct alleged herein, and is responsible for the damages suffered by Plaintiff described in this complaint. The Plaintiff will advise the Court of the true names and capacities of these "Doe" Defendants as soon as they are ascertained.

### **III. JURISDICTION AND VENUE**

5. The Court has the jurisdiction to hear these causes of action in that the damages are within the minimum jurisdictional limits and authority of the Court.

6. All or a substantial part of the events and transactions giving rise to the causes of action stated herein occurred in Houston, Harris County, Texas making venue proper in Harris County pursuant to Tex. Civ. Prac. & Rem. Code § 15.002(a)(1).

7. This action is related to the recovery of real property or an estate or interest in real property, or to remove encumbrances from the title to real property, or for recovery of damages to real property or to quiet title to real property, and as such real property is located in Harris County, Texas venue is proper in Harris County pursuant to Tex. Civ. Prac. & Rem. Code § 15.011. (*Acts*

*1985, 69th Leg., ch. 959, § 1, eff. Sept. 1, 1985. Amended by Acts 1995, 74th Leg., ch. 138, § 2, eff. Aug. 28, 1995.)*

8. Venue is proper as to the defendant who participated in the transactions making the basis of this action, occurred in Harris County, Texas and thus, venue is proper as to all defendants in Harris County, pursuant to Tex. Civ. Prac. & Rem. Code § 15.005.

#### **IV. ACTS OF AGENTS**

9. Whenever in this petition it is alleged that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB did any act or thing, it is meant that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB performed or participated in such act or thing or that such act was performed by Defendant Does 1 through 10 and who were authorized to act and did in fact act on behalf of Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB or otherwise acted under the guidance and direction of Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB.

#### **V. FACTUAL BACKGROUND**

10. On or about September 15, 1998, Plaintiff borrowed the sum of \$296,000.00 from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB as a home equity loan as defined under Section 50(a)(6), Article XVI of the Texas Constitution. An acknowledgement of the fair market value of Plaintiff's home was not executed. As evidence of the loan transaction, Plaintiff signed and delivered to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a written promissory note in the form of a Texas Equity Fixed Rate – First Lien. A copy of the aforesaid promissory note is annexed to this Complaint as Exhibit "1" and incorporated herein by reference.

11. To secure payment of the promissory note, Plaintiff signed and delivered to Gary Bradley, trustee for Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB, a deed of trust dated September 16, 1998, in which Plaintiff (as trustor) conveyed to Gary Bradley (as trustee) an interest in the Property as security for payment of the promissory note to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB (as beneficiary). A copy of the deed of trust is annexed hereto as Exhibit "2" and is incorporated herein by reference.



12. On or about September 22, 1998, the deed of trust was recorded in the Official Records of the County of Harris, State of Texas.

13. The above referenced promissory note, Section 3, specified a monthly payment due from the Plaintiff to the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB of \$2,120.59 per month.

14. On or About June 14, 2002, the Plaintiff, while reviewing Plaintiff's file on the home 12318 Mossycup Drive, Houston, Texas, discovered that there was no Acknowledgement of Fair Market Value of the Mossycup home or an appraisal of the Mossycup home.

15. On or about June 15, 2002, Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB by mail, A copy of which is annexed hereto as Exhibit "3" and is incorporated herein by reference, and informed them of the lack of an Acknowledgement of Fair Market Value or appraisal showing the same and requested a copy of the Fair Market Value Acknowledgement from their files. Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB has never responded.

16. On or about September 1, 2005, Plaintiff fell behind on their payments to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB.

17. On or about June 8, 2006, Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB sent to the Plaintiff a Notice of Acceleration and a copy of the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB Application for an Order of Foreclosure filed in the District Court of Harris County, Texas, 215<sup>th</sup> Judicial District. A copy of the Notice of Acceleration is annexed hereto as Exhibit "4" and is incorporated herein by reference. A copy of the Application for an Order of Foreclosure is annexed hereto as Exhibit "5" and is incorporated herein by reference.

18. On or about June 4, 2007, Plaintiff filed for Chapter 13 Bankruptcy.

19. On or about July 25, 2007, Plaintiff's Chapter 13 Bankruptcy was dismissed and Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB was given leave to go forward with foreclosure proceeding.

20. On or about September 7, 2007, Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB sent the Plaintiff a Notice of Acceleration, Posting & Foreclosure. A copy of the Notice of Acceleration, Posting & Foreclosure is annexed hereto as Exhibit "6" and incorporated herein by reference.

21. On or about September 19, 2007, Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB forwarded to the Plaintiff a "Reinstatement Quote" dated September 13, 2007, stating in relevant part, "Please find the breakdown of the total amount due to *reinstate* (*emphasis added*) the above loan from foreclosure as indicated below." The "Reinstatement Quote" goes on to indicate an amount of \$105,440.15 needs to be forward from the Plaintiff to the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB in order to reinstate the loan and showing a breakdown of the total due to reinstate of:

43 payment(s)	\$93,388.02
Advance(s): Escrow	.00
Accrued Late Charge	\$3,710.16
MISCELLANEOUS FEE(S)	
Corporate Advance	\$1,321.00
Additional Charges	\$6,227.97
Foreclosure	\$748.00
Less: Credit (suspense)	.00
Total required to reinstate loan in full	\$105,395.15
Property preservation/inspection fees	\$45.00
NSF fees	\$ .00
TOTAL REQUIRED TO REINSTATE LOAN	\$105,440.15
AND RELATED WORLD SAVINGS CHARGES	

A copy of the Reinstatement Quote dated September 13, 2007 is annexed hereto as Exhibit "7" and incorporated herein by reference.

22. On or about September 28, 2007, Plaintiff forwarded to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB via wire transfer \$106,000.00

to satisfy the requirements of the above referenced and attached Reinstatement Quote. Proof of payment annexed hereto as Exhibit "8" and incorporated herein by reference.

23. On or about October 12, 2007, Plaintiff contacted Defendant Doe 1-10 regarding the regular monthly payment of the reinstated loan. Defendant Doe 1-10 indicated that an additional 440.53 was added to the October 1, 2007 regular monthly payment, which would serve to clear the final escrow amount from the monthly statements, and that the regular monthly payment would return to the contracted \$2,120.59. Plaintiff agreed to a single forbearance payment of \$440.53 to be added to the October 1, 2007 regular monthly payment of \$2,120.59, for a total of \$2,561.12, and made said payment telephonically and received a confirmation number of 5120948963 from the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB. On or about October 13, 2007, Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB forwarded by fax to Plaintiff a loan statement dated October 1, 2007 reflecting the regularly monthly payment and the single forbearance payment of \$440.53 and showing no transaction activity with regards to escrow. A copy of the payment acknowledgement dated October 12, 2007 is annexed hereto as Exhibit "9" and incorporated herein by reference. A copy of the Loan Statement dated October 1, 2007 is annexed hereto as Exhibit "10" and incorporated herein by reference.

24. On or about October 15, 2007, Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB forwarded to the Plaintiff an Annual Escrow Account Disclosure Statement dated October 4, 2007. This Annual Escrow Account Disclosure Statement reflected a change in the monthly payment due from Plaintiff to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB from \$2,561.12 to \$8,768.85 monthly, effective December 1, 2007. Plaintiff immediately contacted Defendant Doe 1-10 and was told that the Annual Escrow Account Disclosure Statement was in error. A copy of the Annual Escrow Account Disclosure Statement dated October 4, 2007 is annexed hereto as Exhibit "11" and incorporated herein by reference.

25. On or about October 16, 2007, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a Loan Statement dated October 6, 2007 showing a payment demand for \$11,350.21 reflecting no transaction activity with regards to escrow, and stating a loan History Statement will follow under separate cover. The payment demand for \$11,350.21 included a past due amount of \$8,789.09, which included the

October 1, 2007 payment of \$2,120.59 with the single forbearance payment of \$440.53 totaling \$2,561.12 and \$6,227.97 in fees due. The Plaintiff contacted Defendant Doe 1-10, by mail, a copy of which is annexed hereto as Exhibit " " and is incorporated herein by reference, to enquire as to the discrepancy between the Annual Escrow Account Disclosure Statement, the just received Loan Statement dated October 6, 2007, the acknowledgement of the October 12, 2007 regular monthly payment of \$2,120.59 with the single forbearance payment of \$440.53 totaling \$2,561.12, and the statement from Defendant Doe 1-10 that the Annual Escrow Account Disclosure Statement was in error and would be corrected. Plaintiff was told by Defendant Doe 1-10 to ignore the Loan Statement dated October 6, 2007, because they were in receipt of Plaintiff's October 1, 2007 payment, and that the \$6,227.97 in fees was still being cleared from escrow disbursements on Plaintiff's monthly loan statements, which had been reflected on the loan reinstatement detail as fees. Defendant Doe 1-10 also informed Plaintiff that Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB was still applying the Plaintiff's reinstatement funds to Plaintiff's loan account and that all the discrepancies would be cleared up and Plaintiff would receive an accounting of the applied reinstatement funds. Defendant Doe 1-10 reiterated to Plaintiff to disregard the Annual Escrow Account Disclosure Statement and the Loan Statement dated October 6, 2007, because both were incorrect and the Plaintiff's payment would be the reinstated amount of \$2,120.59. On or about October 16, 2007, Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB by mail to confirm and document the above statements and direction from Defendant Doe 1-10 to the Plaintiff on several phone enquiries, and Plaintiff's request of a complete and accurate accounting of Plaintiff's loan and an explanation of the discrepancies noted above. A copy of the Loan Statement dated October 6, 2007 is annexed hereto as Exhibit "12" and incorporated herein by reference. A copy of the Plaintiff's letter dated October 16, 2007 is annexed hereto as Exhibit "13" and incorporated herein by reference.

26. On or about October 20, 2007, Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB by mail pointing out that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB has forwarded multiple, conflicting accountings and demands for payment and that none of them reflected the terms of the loan agreement that had been reinstated, and that the Plaintiff was frustrated and confused and unsure of which if any demand to pay. Plaintiff further stated that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB's actions and demands were in violation of the loan agreement and seemed to be designed to force the Plaintiff into

default. A copy of the Plaintiff's letter dated October 20, 2007 is annexed hereto as Exhibit "14" and incorporated herein by reference.

27. On or about October 29, 2007, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a Loan Statement dated October 18, 2007 showing a payment due of either \$8,789.09 or \$11,248.67. This statement also included an escrow balance of \$80,219.63. The preceding first Loan Statements dated October 1, 2007, the second Loan Statement dated October 6, 2007 did not show this balance. Plaintiff contacted Defendant Doe 1-10 regarding this Loan Statement and enquired as to the discrepancies between this statement and the first October 6, 2007 Loan Statement, the Annual Escrow Account Disclosure Statement, the second Loan Statement dated October 1, 2007, the acknowledgement of October 12, 2007 regular monthly payment of \$2,561.12 inclusive of the single forbearance payment of \$440.53 and the October 15, 2007 statement from Defendant Doe 1-10 that the Annual Escrow Account Disclosure Statement was in error. Plaintiff was told that they were to pay either \$8,789.09 or \$11,248.67 and that a payment of \$2,120.59 would not be accepted. On or about October 29, 2007 Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB by mail to enquire regarding the escrow balance that was not reflected in the earlier October 1, 2007 and October 6, 2007 Loan Statements, the discrepancies between the Loan Statements, payment demands, statement's by Defendant Doe 1-10, 1-10, and 1-10 and that none of them reflected the terms of the loan agreement that had been reinstated, and that the Plaintiff was frustrated and confused and unsure of which if any demand to pay. Plaintiff further stated that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB's actions and demands were in violation of the loan agreement and seemed to be designed to force the Plaintiff into default. A copy of the Loan Statement dated October 18, 2007 is annexed hereto as Exhibit "15" and incorporated herein by reference. A copy of the Plaintiff's letter dated October 29, 2007 is annexed hereto as Exhibit "16" and incorporated herein by reference.

28. On or about November 1, 2007, Plaintiff tried to make the regular monthly payment of \$2,120.59, as previously instructed by Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB. Defendant Doe 1-10 refused the payment. Defendant Doe 1-10 told Plaintiff an additional \$6,227.97 stated as past due fees also had to be paid, and that Plaintiff could pay either \$8,789.09 or \$11,248.67, as reflected on the statement dated October 18, 2007. Plaintiff told Defendant Doe 1-10 about the loan statement dated October 6, 2007, (See Exhibit

"12"), and that on or about October 16, 2007, Defendant Doe 1-10 had discussed with Plaintiff, the \$6,227.97 reflected as past due fees on the October 6, 2007 loan statement had been paid with the reinstatement payment of \$106,000 on September 28, 2007 (See Exhibit "7"). In that discussion, Defendant Doe 1-10 explained to Plaintiff that the \$6,227.97 labeled additional charges on the reinstatement detail dated September 13, 2007 was to pay the escrow amount listed on Plaintiff's previous statements of \$860.38 and \$5,286.33, totaling \$6,146.71, and Plaintiff's loan payment would be reinstated to the original payment of \$2,120.59, as Plaintiff had requested. Plaintiff also informed Defendant Doe 1-10 that Plaintiff had sent a letter on October 16, 2007 to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB documenting the explanation provided by Defendant Doe 1-10. Defendant Doe 1-10 was unconcerned with earlier statements and letters and stated that the only payment that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB would accept was either \$8,789.09 or \$11,248.67, as stated on loan statement dated October 18, 2007. Plaintiff had previously enquired about the escrow balance of \$80,219.63 and pointed out that the loan was fully reinstated and current after the \$106,000.00 reinstatement payment of September 28, 2007, and that Defendant Doe 1-10 had previously stated to Plaintiff that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB was transitioning from World Savings to Wachovia and that some funds were most likely applied incorrectly and Defendant Doe 1-10 would look into the issue.

29. On or about November 20, 2007, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a refund \$61.00 for the overpayment of the reinstatement payment of \$106,000.00 paid on September 28, 2007. Plaintiff was hopeful that Plaintiff's loan reinstatement was finally being corrected. A copy of the refund receipt dated November 20, 2007 is annexed hereto as Exhibit "17" and incorporated herein by reference.

30. On or about November 27, 2007, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a Loan Statement dated November 20, 2007 showed a total payment due of \$14,182.97 on December 1, 2007. Plaintiff contacted Defendant Doe 1-10 regarding the newly received Loan Statement and Defendant Doe 1-10 stated the earlier Loan Statements provided should be disregarded and that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB would not accept any payment from the Plaintiff except for \$14,182.97. The Plaintiff asked Defendant Doe 1-10 if funds were owed above the \$106,000.00, then why did Defendant Wells Fargo Bank, N.A. FKA Wachovia



Mortgage, FSB, FKA World Savings Bank, FSB send Plaintiff a refund of \$61.00 for an over payment. Defendant Doe 1-10 stated that Plaintiff should pay the \$14,182.97 before further action was taken. On or about November 27, 2007, Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB by mail pointing out that Defendant had forwarded multiple loan statements for the same time period with conflicting demands for payment, and that none of the statements reflected the terms of Plaintiff's loan agreement that had been reinstated, and Plaintiff had tried to make the accurate reinstated loan payments of \$2,120.59 for both November and December 2007 and both payments were refused by Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB. Plaintiff expressed immense frustration with the lack of answers to the inconsistent loan statements, that contained unaccounted items, unexplained amounts, such as the magically appearing escrow numbers, and Plaintiff was confused and unsure how to resolve the discrepancies, since Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB would not accept Plaintiff's correct reinstated loan payments. Plaintiff included that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB had not provide any reliable accounting or cohesive explanation of the payment demands and that without reliable accountings with explanations and acknowledgement of the reinstated loan agreement, Plaintiff was unable to act and what Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB continued to do and had been doing was unconscionable, unscrupulous and unreasonable and had broken and breached the loan agreement. A copy of the Loan Statement dated November 20, 2007 is annexed hereto as Exhibit "18" and incorporated herein by reference. A copy of the Plaintiff's letter dated November 27, 2007 is annexed hereto as Exhibit "19" and incorporated herein by reference.

31. On or about November 28, 2007, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a letter dated November 21, 2007, stating that the November payment from the Plaintiff had not been received, and stated in relevant part "Please make the payment immediately, including any late charges due for a total of \$5,414.12." Plaintiff contacted Defendant Doe 1-10 and enquired as to the discrepancies between 3 different payment amounts Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB had sent to Plaintiff for the November 1, 2007 loan payment. The 3 conflicting payment demands provided by Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB are for the payment demand of \$5,414.12 in the

letter dated November 21, 2007, for the payment demand of \$8,789.09 on Loan Statement dated October 6, 2007, and for the payment demand of either \$8,789.09 or \$11,248.67 on loan statement dated October 18, 2007. Also, Plaintiff enquired why late fees increased to \$2,853.00 and were applied when late fees were always \$106.03 since the beginning of this loan. Plaintiff informed Defendant Doe 1-10 stated that Plaintiff had tried to pay the regular monthly payment of \$2,120.59, which was the reinstated amount, and Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB refused to accept the payment. Defendant Doe 1-10 stated that they were uninterested in the earlier varying statement demands and that the Plaintiff was to pay \$5,414.12. Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB by mail pointing out that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB has forwarded multiple, conflicting accountings and demands for payment and that none of them reflected the terms of the loan agreement that had been reinstated, and that the Plaintiff was frustrated, confused and unsure of which, if any, demand to pay and that they were unable to trust the payment demands of Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB as they were in excess of the loan agreement and Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB had not provide any reliable accounting or cohesive explanation of the payment demands and that without reliable accountings with explanation and acknowledgement of the reinstated agreement, Plaintiff was unable to act and what Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB was doing and had been doing was unconscionable, unscrupulous and unreasonable and had breached the loan agreement. Plaintiff stated that Defendant Does 1-10 refused to accept the correct, reinstated loan payment of \$2,120.00 from Plaintiff multiple times. Plaintiff additionally enquired as to why Plaintiff's earlier letters had gone unanswered. A copy of Defendant's letter dated November 21, 2007 is annexed hereto as Exhibit "20" and incorporated herein by reference. A copy of Plaintiff's letter dated November 28, 2007 is annexed hereto as Exhibit "21" and incorporated herein by reference.

32. On or about December 11, 2007, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a Certified letter "Notice of Intent to Foreclose" dated December 4, 2007. This Notice stated that Plaintiff's loan was in default and 2 months in arrears and demands a payment of \$14,182.97, inclusive of a \$106.03 late charge. This would equal to a payment of \$7,038.47 per month, exclusive of the \$106.03 late charge. On or



about December 11, 2007, Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB and spoke with Defendant Doe 1-10; Plaintiff was extremely upset, because only 2 months, 6 days prior to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB preparing the "Notice of Intent to Foreclose", Plaintiff had paid \$106,000 to reinstate Plaintiff's loan, and only 14 days prior to the "Notice of Intent to Foreclose" Defendant sent Plaintiff a refund of \$61.00 overpayment. Plaintiff enquired of Defendant Doe 1-10 as to why Plaintiff had received from October 1, 2007 to December 11, 2007 multiple demands for payment, none of which was the \$2,120.59 regular monthly payment from the reinstated loan agreement. Defendant Doe 1-10 stated the Plaintiff was in default and that all prior statements and accountings prepared by and forwarded from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB were unimportant and that the Plaintiff was to pay the demanded \$14,182.97 or face foreclosure. On or about December 11, 2007, Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB by mail pointing out that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB had sent multiple, conflicting accountings and demands for payment, and that none of the loan statements reflected the terms of the loan agreement that had been reinstated. Plaintiff had repeatedly tried to make the required reinstated loan payment of \$2,120.59, but Defendant Does 1-10 would not accept the payments, and Plaintiff was frustrated, confused and unsure of which, if any, demand to pay, and that Plaintiff was unable to trust the payment demands of Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB, because they were in excess of the loan agreement, and the loan statements were not consistent, contained unaccounted items, and unexplained amounts incorporated into the payment demands. Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB had not provide any reliable accounting or cohesive explanation of the payment demands, and that without reliable accountings with explanation and acknowledgement of the reinstated agreement, Plaintiff was unable to act, and what Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB continued to do and had been doing was unconscionable, unscrupulous, and unreasonable, and Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB had broken and breached the loan agreement. Plaintiff additionally enquired as to why Plaintiff's earlier letters confirming the conversations and discussions with Defendant Does 1-10 regarding the discrepancies that began appearing in October 2007 had remained unanswered. A copy of Defendant's Notice of Intent to

Foreclose dated December 4, 2007 is annexed hereto as Exhibit "22" and incorporated herein by reference. A copy of Plaintiff's letter dated December 11, 2007 is annexed hereto as Exhibit "23" and incorporated herein by reference.

33. On or about December 21, 2007, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a letter dated December 17, 2007 stating that there were past due payment on the loan and the amount due was \$14,289.00 and offering ways to possibly work with Plaintiff to avoid foreclosure. Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB and spoke with Defendant Doe 1-10 to enquire as to why Plaintiff had not received an accounting with explanations, why none of the payment demands reflected the reinstated loan agreement, why the mysteriously appearing escrow that Defendant Does 1-10 previously told Plaintiff was incorrect, had not been corrected, and why there was such a wide variance of demands by Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB. Defendant Doe 1-10 stated that they had no information regarding any accountings and if Plaintiff did not want the foreclosure to proceed they would have to pay the \$14,289.00 indicated in the December 17 letter. Defendant Doe 1-10 stated that only the demanded amount of \$14,289.00 would be accepted. On or about December 21, 2007 Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB by mail pointing out that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB has forwarded multiple, conflicting accountings and demands for payment and that none of them reflected the terms of the loan agreement that had been reinstated, Plaintiff had repeatedly tried to make the required reinstated loan payment of \$2,120.59, but Defendant Does 1-10 would not accept the payments and that the Plaintiff was frustrated, confused and unsure of which, if any, demand to pay and that Plaintiff was unable to trust the payment demands of Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB as they were in excess of the loan agreement, and the loan statements were not consistent, contained unaccounted items, and unexplained amounts incorporated into the payment demands. Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB had not provide any reliable accounting or cohesive explanation of the payment demands, and that without reliable accountings with explanation and acknowledgement of the reinstated agreement, Plaintiff was unable to act, and what Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB continued to do and had been doing was unconscionable, unscrupulous and unreasonable, and

Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB had broken and breached the loan agreement. Plaintiff additionally enquired as to why their earlier letters confirming the conversations and discussions with Defendant Does 1-10 regarding the discrepancies that began appearing in October 2007 had remained unanswered. A copy of Defendant's letter providing options to help avoid foreclosure dated December 17, 2007 is annexed hereto as Exhibit "24" and incorporated herein by reference. A copy of Plaintiff's letter dated December 21, 2007 is annexed hereto as Exhibit "25" and incorporated herein by reference.

34. On or about December 27, 2007, Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB by mail and stated that on September 28, 2007, Plaintiff paid \$106,000.00 to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB to reinstate the Loan Agreement, that the Loan Agreement as written is a contract, that the Plaintiff performed under the terms of the agreement as written until Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB refused to accept the contractually required payment, that in refusing to accept Plaintiff's payments, Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB had broken and breached the Loan Agreement, and that the Plaintiff expects Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB to abide by the terms of the Loan Agreement, and to repair the breach. Plaintiff further stated that as Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB had breached the existing agreement, the Plaintiff would not perform under the agreement until such time as Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB repaired the breach. A copy of Plaintiff's letter dated December 27, 2007 is annexed hereto as Exhibit "26" and incorporated herein by reference.

35. On or about April 25, 2008, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a NOTICE OF ACCELERATION OF TEXAS NON-RECOURSE HOME EQUITY LOAN dated April 18, 2008. On or about April 25, 2008, Plaintiff contacted Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB by mail and forwarded the Plaintiff's prior correspondence dated October 16, 2007, October 20, 2007, October 29, 2007, November 27, 2007, November 28, 2007, December 11, 2007, December 21, 2007 and December 27, 2007 with a cover letter dated April 25, 2008 stating that 1. The Loan Agreement was a valid contract, 2. Plaintiff performed under the contract until

Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB refused to accept payment as specified in the Loan Agreement, 3. Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB breached the Loan Agreement by refusing the contractually specified payment and providing inaccurate and widely varying accountings and demands, 4. Pursuing legal action and attempting to seize the Plaintiff's home was doing harm to the Plaintiff, and 5. Plaintiff would not perform on the Loan Agreement as Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB breached the agreement, and despite repeated requests for clear accountings with full explanations and warnings that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB was in breach of the Loan Agreement, Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB refused to repair the breach and provide any reliable accountings or cohesive explanation for unaccounted items and unexplained amounts incorporated into the payment demands. A copy of the Defendant's Notice of Acceleration of Texas Non-Recourse Home Equity Loan dated April 18, 2007, is annexed hereto as Exhibit "27" and incorporated herein by reference. A copy of Plaintiff's letter dated April 25, 2008 is annexed hereto as Exhibit "28" and incorporated herein by reference. The attached correspondence to the Plaintiff's letter of April 25, 2008 has already been identified as Exhibits "26", "25", "23", "21", "19", "16", "14", and "13" have been incorporated by reference.

36. On or about June 5, 2008, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a copy of an APPLICATION FOR EXPEDITED FORECLOSURE PROCEEDING PURSUANT TO RULE 736 OF THE TEXAS RULES OF CIVIL PROCEDURE filed on May 19, 2008. A copy of Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB's APPLICATION FOR EXPEDITED FORECLOSURE PROCEEDING PURSUANT TO RULE 736 OF THE TEXAS RULES OF CIVIL PROCEDURE filed May 19, 2008 is annexed hereto as Exhibit "29" and incorporated herein by reference.

37. On or about May 3, 2009, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a copy of an "Escrow Breakdown".

38. On or about July 19, 2009, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a copy of an APPLICATION FOR EXPEDITED FORECLOSURE PROCEEDING PURSUANT TO RULE 736 OF THE TEXAS

RULES OF CIVIL PROCEDURE filed on July 14, 2009 on behalf of Gary Bradley, Trustee. A copy of Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB's APPLICATION FOR EXPEDITED FORECLOSURE PROCEEDING PURSUANT TO RULE 736 OF THE TEXAS RULES OF CIVIL PROCEDURE filed July 14, 2009 is annexed hereto as Exhibit "30" and incorporated herein by reference.

39. On or about October 9, 2009, Plaintiff attended an oral hearing in the District Court of Harris County, 157<sup>th</sup> Judicial District with Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB. At the end of the hearing, Judge Randy Wilson ordered Plaintiff to pay the regular monthly payment to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB of \$2,120.00 each month for 3 months. Plaintiff informed Judge Wilson that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB had refused to accept Plaintiff's reinstated loan payment of \$2,120.59 numerous times in the past. Judge Wilson did not order Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB to accept the payments, but that the Plaintiff should make the payments even "if you have to camp out in Wachovia's offices."

40. On or about October 12, 2009, Plaintiff attempted to make the contractually specified payment of \$2,120.00 to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB and Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB refused to accept the proffered payment. Plaintiff was only able to effectuate payment through Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB counsel of record. A copy of the cancelled check referencing the loan number 10585743 and showing Wachovia Mortgage's stamp dated November 20, 2009 is annexed hereto as Exhibit "31" and incorporated herein by reference.

41. On or about November 19, 2009, Plaintiff made the contractually specified payment of \$2,120.53 to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB and Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB refused to accept the proffered payment. Plaintiff was only able to effectuate payment through Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB counsel of record. A copy of the cancelled check referencing the loan number 10585743 and showing Wachovia Mortgage's stamp dated November 27, 2009 is annexed hereto as Exhibit "32" and incorporated herein by reference.

42. On or about December 16, 2009, Plaintiff made the contractually specified payment of \$2,120.53 to Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB and Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB refused to accept the proffered payment. Plaintiff was only able to effectuate payment through Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB counsel of record, after multiple attempts. A copy of the cancelled check referencing the loan number 10585743 and showing Wachovia Mortgage's stamp dated January 21, 2010 is annexed hereto as Exhibit "33" and incorporated herein by reference.

43. On or about January 8, 2010, counsel for Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB provided the plaintiff with a "Escrow Breakdown" covering the period from March 1, 2005 to July 31, 2006. This "Escrow Breakdown" reflects a cumulative balance of disbursements from escrow of \$110,750.49. This "Escrow Breakdown" shows Harris County taxes for the years 2002 and 2003 being paid from escrow three times on the dates March 1, 2005, October 14, 2005, and July 31, 2006. It further shows Harris County taxes for the year 2004 were paid from escrow three times on the dates March 1, 2005, March 18, 2005 and March 23, 2005 and Spring Branch ISD taxes for the year 2002, 2003 and 2004 were paid three times on the dates March 1, 2005, October 14, 2005 and July 31, 2006. Tax penalties were also paid 3 separate times for each of the years 2002, 2003 and 2004 on the dates of April 1, 2005, April 18, 2005 and July 31, 2006. In short the "Escrow Breakdown" purports to show that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB paid of the exact same tax bills three separate times. A copy of the "Escrow Breakdown" is annexed hereto as Exhibit "34" and incorporated herein by reference.

44. On or About January 30, 2010, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB an IRS Form 1098 Mortgage Interest Statement. Even though 2 of the loan payments directed by Judge Randy Wilson and referenced in paragraphs 40 through 43 was deposited and cleared into Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB accounts, the forwarded IRS Form 1098 did not reflect any payments in 2009. A copy of the IRS Form 1098 is annexed hereto as Exhibit "35" and incorporated herein by reference.

45. On or about February 10, 2010, Judge Randy Wilson of the 157<sup>th</sup> Judicial District of the District Court of Harris County signed an Order Permitting Foreclosure of Lien.



46. On or about January 30, 2011, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB an IRS Form 1098 Mortgage Interest Statement. Even though all 3 of the loan payments directed by Judge Randy Wilson and referenced in paragraphs 40 through 43 was deposited and cleared into Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB accounts, the forwarded IRS Form 1098 for the year 2009 reflected a single payment in 2010. A copy of the IRS Form 1098 for the year 2009 is annexed hereto as Exhibit "36" and incorporated herein by reference

47. On or about September 13, 2013, Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB filed an Application for Expedited Foreclosure Proceeding Pursuant to Rule 736 of the Texas Rules of Civil Procedure. In the aforementioned filing there is a copy of a demand for payment but no notice of acceleration. A copy of this filing is annexed hereto as Exhibit "37" and incorporated herein by reference.

48. On or about March 3, 2014, Plaintiff filed a Complaint and Application for a Temporary Restraining Order against Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB.

49. On or about March 6, 2014, Plaintiff received from Defendant a Notice of Rescission of Acceleration. A copy of this Notice is annexed hereto as Exhibit "39" and incorporated herein by reference.

50. On or about March 18, 2014, Plaintiff, based upon the inducement of the Notice of Rescission, moved to dismiss its pending Complaint in the United States District Court for the Southern District of Texas, where it had been removed to on March 13, 2014. Dismissal without prejudice was granted on or about March 18, 2014.

51. From March 10, 2014 through July 25, 2014, Plaintiff, in an act of forbearance, attempted to pay the contractually specified payment to the Defendant, physically at various branches of the Defendant's business. At each attempt, Plaintiff was informed by employees of the Defendant that Plaintiff's account was in foreclosure and no payments would be accepted, this despite the fact that the Defendant had rescinded its notice of acceleration and was expecting performance by the Plaintiff. These attempts are evidenced by receipts attached hereto as Exhibit "40 A-I" inclusive. On two occasions, Defendant's employees identified the plaintiff's account as being someone else's in another state.

52. On or about July 28, 2014, Defendant forwarded a Notice of Acceleration of Texas Non-Recourse Home Equity Loan to the Plaintiff.

53. On or about September 2, 2014, Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB filed an Application for Expedited Foreclosure Proceeding Pursuant to Rule 736 of the Texas Rules of Civil Procedure.

54. On or about April 7, 2015, Trustee Sale of the Plaintiff's property at 12318 Mossycup Drive, Houston, Texas is set for May 5, 2015

**AS AND FOR A FIRST CAUSE OF ACTION**

**(Declaratory Relief)**

55. Referencing the facts evidenced in paragraphs 14 and 15 above. Plaintiff states that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB violated the permissive provisions of Texas Constitution Article 16, Section 50(A)(6)(Q)(9) & (10), to wit:

- a. (Q) LOANS DESCRIBED BY SECTION 50(a)(6), ARTICLE XVI, OF THE TEXAS CONSTITUTION MUST:
- b. (9) PROVIDE THAT YOU AND THE LENDER ACKNOWLEDGE THE FAIR MARKET VALUE OF YOUR HOME ON THE DATE THE LOAN CLOSES; AND

The Plaintiff does not view this as a mere technicality and refers the court to *Stringer v. Cendant Mortgage Corp.*, 23 S.W. 3d 353, 355 (Tex. 2000) which reads in relevant part, "*When interpreting our state constitution, we rely heavily on its literal text and must give effect to it's plain language.*" We also refer the court to *Republican Party of Tex. v. Dietz*, 940 S.W.2d 86, 89 (Tex. 1997); *City of Beaumont v. Bouillion*, 896 S.W.2d 143, 148 (Tex. 1995); *Edgewood Indep. Sch. Dist. v. Kirby*, 777 S.W.2d 391, 394 (Tex. 1989). "*We strive to give constitutional provisions the effect their makers and adopters intended.*" *City of El Paso v. El Paso Community College Dist.*, 729 S.W.2d 296, 298 (Tex. 1987); *Farrar v. Board of Trustees of Employees Retirement Sys. of Tex.*, 150 Tex. 572, 243 S.W.2d 688, 692 (Tex. 1951). "*We avoid a construction that renders any provision meaningless or inoperative.*" *Hanson v. Jordan*, 145 Tex. 320, 198 S.W.2d 262, 263 (Tex. 1946).

56. Plaintiff believes this violation can only be remedied as provided by the Texas Constitution Article 16, Section 50(A)(6)(Q)(10) to wit;



“PROVIDE THAT THE LENDER WILL FORFEIT ALL PRINCIPAL AND INTEREST IF THE LENDER FAILS TO COMPLY WITH THE LENDER'S OBLIGATIONS UNLESS THE LENDER CURES THE FAILURE TO COMPLY AS PROVIDED BY SECTION 50(a)(6)(Q)(x), ARTICLE XVI, OF THE TEXAS CONSTITUTION;”

57. Plaintiff requests a judicial determination and declaration that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB violated the permissive provisions of Texas Constitution Article 16, Section 50(A)(6)(Q)(9) & (10). A judicial determination of the foregoing is appropriate at this juncture so that the rights of Plaintiff may be determined and protected. Without a judicial termination, Plaintiff will suffer irreparable and permanent injury.

**AS AND FOR A SECOND CAUSE OF ACTION**

**(Declaratory Relief)**

58. Referencing the facts evidenced in paragraphs 20 through 27 above Plaintiff states that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB knowingly breached the loan agreement. When the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB provided the Plaintiff misleading and inaccurate accounting, conflicting demands for payment and refusal to accept contractually specified payment, thereby preventing Plaintiff from performing under the agreement, the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB materially breached the reinstated loan agreement. Texas law recognizes that every contract includes a common-law duty **"to perform with care, skill, reasonable expedience and faithfulness the thing agreed to be done, and a negligent failure to observe any of these conditions is a tort, as well as breach of the contract."** The loan agreement in the instant case sets the monthly payment due from the Plaintiff at \$2,120.59. The Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB saw fit, using misleading accounting and conflicting demands to change the monthly amount due without honest explanation or accurate accounting despite being informed on multiple occasions by the Plaintiff that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB was breaching the agreement. Defendant(s) actions evinced no discernible care or faithfulness to the Loan Agreement.

59. Pursuant to *14 Tex Jur Contracts § 303* and we quote in relevant part **"It is a fundamental principle of contract law that when one party to a contract commits a material**

breach of that contract, the other party is discharged or excused from further performance; a party which has breached the contract itself cannot then insist on performance by the other party, or recover damages for a subsequent breach of the agreement by the other party. However, treating a contract as continuing after a breach deprives the nonbreaching party of any excuse for terminating his or her own performance.” And we refer the court to Mustang Pipeline Co., Inc. v. Driver Pipeline Co., Inc., 134 S.W.3d 195 (Tex. 2004); Compass Bank v. MFP Financial Services, Inc., 152 S.W.3d 844 (Tex. App. Dallas 2005), review denied, (July 29, 2005); Gupta v. Eastern Idaho Tumor Institute, Inc., 140 S.W.3d 747 (Tex. App. Houston 14th Dist. 2004), review denied, (Sept. 10, 2004); Carrico v. Kondos, 111 S.W.3d 582 (Tex. App. Fort Worth 2003); Houston County v. Leo L. Landauer & Associates, Inc., 424 S.W.2d 458 (Tex. Civ. App. Tyler 1968), writ refused n.r.e., (June 5, 1968); Miller v. Kennedy & Minshew, Professional Corp., 142 S.W.3d 325 (Tex. App. Fort Worth 2003). The Plaintiff attempted on more than one occasion to pay the contractually specified amount only to have those payments refused. The Plaintiff informed the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB that they were in breach of the agreement prior to the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB legal actions claiming non-performance and seeking to foreclose.

60. Plaintiff received from the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a “Reinstatement Quote”. This “Reinstatement Quote” offers to reinstate the loan, reading in pertinent part “Please find the breakdown of the total amount due to reinstate the above loan from foreclosure status as indicated below.” There cannot be any honest misunderstanding of the meaning of the word reinstatement. A plain-language and plain-meaning analysis of reinstate yields: reinstate - bring back into original existence, use, function, or position. There can be no misunderstanding after reviewing this “Reinstatement Quote” that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB is representing to the Plaintiff that a payment of \$105,440.15 would serve to reinstate the loan. The notice did not offer to modify, change or alter the terms of the loan or the loan agreement. The notice offered to reinstate the loan and was titled “Reinstatement Quote”. The plain meaning of the phrase “Reinstatement Quote” contemplates that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB is offering to reinstate the loan with the unambiguous meaning of reinstate. The Plaintiff does not believe that it is unreasonable to trust the plain and unambiguous meaning of common words. The Plaintiff believes, as decided in Pierce-

*Fordyce Oil Ass'n v. Warner Drilling Co., 187 S.W. 516, 1916 Tex. App. LEXIS 758 (Tex. App. May 6, 1916, Decided)* “the agreement of the parties is to be ascertained from the plain language used by them, and such agreement is to be enforced no matter what the intention may have been, and that, where the meaning of a contract is plain, another meaning cannot be added by implication or intendment.”

61. Plaintiff requests a judicial determination and declaration that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB breached the Loan Agreement in the instant case prior to the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB legal actions against the Plaintiff and that said breaches are ongoing. A judicial determination of the foregoing is appropriate at this juncture so that the rights of Plaintiff may be determined and protected. Without a judicial termination, Plaintiff will suffer irreparable and permanent injury.

#### **AS AND FOR A THIRD CAUSE OF ACTION**

##### **(Declaratory Relief)**

62. Referencing the facts evidenced in paragraphs 34 and 35 above Plaintiff states that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB actions constitute Negligent Representation.

63. Plaintiff understands in the State of Texas, the elements of negligent misrepresentation are: (1) One who, in the course of his business, profession or employment, or in a transaction in which he has a pecuniary interest, supplies false information for the guidance of others in their business transactions, is subject to liability for pecuniary loss caused to them by their justifiable reliance upon the information, if he fails to exercise reasonable care or competence in obtaining or communicating the information. (2) Liability is limited to loss suffered (a) By the person for whose benefit and guidance he intends to supply the information, or knows that the recipient intends to supply it, and (b) Through reliance upon it in a transaction which he intends the information to influence, or knows that the recipient so intends. (3) The liability of one who is under a public duty to give the information extends to loss suffered by any of the class of persons for whose benefit the duty is created, in any of the transactions in which it is intended to protect them.

64. The Plaintiff and the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB through the existing agreement evidenced as Exhibit "1" have

a contractual relationship under law. The Plaintiff believes that in light of that relationship, the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB has a duty under law to use reasonable care whenever it provides information to its contractual partners, and that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB breached this duty when it encouraged the Plaintiff to incur expenses in reliance on the information related to their equity loan. The Plaintiff states that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB misrepresented existing facts as well as a promise of future conduct, to wit;

- a) On September 7, 2007, Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB forwarded a Notice of Acceleration (Exhibit "6");
- b) On September 19, 2007, Plaintiff received a loan reinstatement quote of \$105,440.15 dated September 13, 2007 showing an Escrow balance of \$0.00 (Exhibit "7");
- c) On September 28, 2007, Plaintiff wired \$106,000.00 to the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB to satisfy loan reinstatement (Exhibit "8");
- d) October 12, 2007, Plaintiff made regular loan payment pursuant to October 7, 2007 loan statement of \$2,561.12 inclusive of a \$440.53 escrow charge, which was accepted by the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB. Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB loan statement shows escrow disbursements of \$860.38 and \$5,286.33 (Exhibit "10");
- e) October 15, 2007, Plaintiff received from the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB an Annual Escrow Account Disclosure Statement changing the regular loan payment to \$8,768.85 as of December 1, 2007 (Exhibit "11");
- f) October 16, 2007, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a Loan Statement dated October 6, 2007 demanding a monthly loan payment of \$8,789.09 due November 1, 2007, showing an escrow disbursements of \$860.38 and \$5,286.33 (Exhibit "12");
- g) October 29, 2007, Plaintiff received from Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB a Loan Statement dated

October 18, 2007 demanding a monthly payment of \$8,789.00. This statement had an escrow balance amount of \$80,660.16 (Exhibit "15"). There had never been an escrow balance on any preceding statements.

- h) November 1, 2007, Plaintiff attempted to pay the normal amount of the monthly loan payment. Payment was refused by the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB despite the fact that one of the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB notice claimed that any increase was in effect on December 1, 2007.

65. As evidenced in the above referenced exhibits, exhibits created by the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB with the intention that the Plaintiff rely upon them and forwarded to the Plaintiff by the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB, the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB did plainly negligently misrepresent material facts.

66. Considering the evidence in the light most favorable to the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB, Plaintiff believes the evidence shows that the Plaintiff relied on misrepresentations by Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB.

67. Plaintiff believes that the Texas courts have recognized the negligent misrepresentation action as a form of "remedial fraud." See Rosenthal v. Blum, 529 S.W.2d 102, 104 (Tex. Civ. App.--Waco 1975, writ ref'd n.r.e.), and cases cited therein. Where circumstances are such that the Defendant is presumed to know the facts to which his misrepresentation relates, a misrepresentation is fraudulent even if it is not made knowingly, willfully, or with actual intent to deceive. See Dugan v. Jones, 615 P.2d 1239, 1250 (Utah 1980).

68. Here, the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB was in complete control of the Plaintiff's loan, and presumably knew the facts to which its misrepresentation related. Since the Plaintiff altered their position in reliance on the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB

representations, they are entitled to damages based on the benefit-of-the-bargain rule. See LeFlore v. Reflections of Tulsa, 708 P.2d 1068, 1076 (Okla. 1985).

69. Plaintiff requests a judicial determination and declaration that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB actions constitute Negligent Misrepresentation. A judicial determination of the foregoing is appropriate at this juncture so that the rights of Plaintiff may be determined and protected. Without a judicial termination, Plaintiff will suffer irreparable and permanent injury.

#### **AS AND FOR A FIFTH CAUSE OF ACTION**

##### **(Declaratory Relief)**

70. Referencing the facts evidenced in paragraphs 35, 36 and 49 through 53 above Plaintiff states that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB actions constitute a violation of the Texas Legal Duty to Deal in Good Faith.

71. **"Every contract or duty within this title imposes an obligation of good faith in its performance or enforcement."** *Tex. Bus. & Com. Code Ann. § 1.203 (Tex. U.C.C.) (Vernon 1987). La Sara Grain v. First Nat'l Bank*, 673 S.W.2d 558, 563 (Tex. 1984). Promissory notes are governed by the Texas Uniform Commercial Code. *Southview Corp. v. Kelberg First Nat'l Bank*, 512 S.W.2d 817 (Tex. Civ. App. -- Corpus Christi 1974, no writ); *Carter v. South Texas Lumber Co.*, 422 S.W.2d 951 (Tex. Civ. App. -- Eastland 1967, no writ); see also *Williams v. Stansbury*, 649 S.W.2d 293 (Tex. 1983). Thus, every promissory note has an implied covenant of good faith and fair dealing by virtue of § 1.203 of the Texas U.C.C. The obligation of good faith pursuant to the Texas U.C.C. requires not only that good faith be evidenced but that a standard of commercial reasonableness be observed. Such obligation permeates all of the dealings between lender and borrower because the promissory note in issue is the primary agreement between the parties. The other documents merely elaborate on the obligation of the promissory note. Furthermore, the related agreements should be governed by a good faith and fair dealing standard pursuant to § 205 of the *Restatement (Second) of Contracts* which provides, **"every contract imposes upon each party a duty of good faith and fair dealing in its performance and its enforcement."**

72. The foundation of a mortgage/loan is the loan agreement, a contract under Texas law. The nature of a mortgage/loan relationship requires the debtor to rely upon the accountings of the



lender to fulfill their obligations under the agreement and to trust in the lender's diligence, good faith and fair dealings.

73. In light of the above, Plaintiff directs the court's attention to the foregoing paragraphs 14 through 48 and Exhibit "1" through "37" attached hereto, as well as;

- a) On December 1, 2008, at an Oral Hearing in the 164<sup>th</sup> Judicial District both Plaintiff and the court requested that Applicant produce full accounting with explanations, particularly as regards to charges of \$15,861.51 and \$55,568.26 both dated 3/30/07 and labeled Misapplication Reversal/Corp Advance, for the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB's loan account since the \$106,000.00 payment within 30 days;
- b) On April 28, 2009, Respondent received from the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB an "Escrow Breakdown" purporting to be the accounting requested by the Plaintiff and the Court, attached as Exhibit "38". Plaintiff was directed to contact the Applicant's counsel at a number that was out of service. A review of this account shows the same \$15,861.51 and \$55,568.26 charges with the same dates and the same labels.
- c) A review of the Exhibit "7" attached hereto shows on September 13, 2007 a Corporate Advance charge of \$1,321.00. The charge was included in the reinstatement charge of \$105,440.15, which was paid on September 28, 2007 to the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB as evidenced by Exhibit "8" attached hereto;
- d) To date, the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB have not;
  - i. Explained the discrepancy of a charge of over \$70,000.00 dollars, labeled as "Misapplication Reversal/Corp Advance" being due 6 months prior to the reinstatement quote, a reinstatement quote calculated, produced and forwarded by the Applicant;
  - ii. Explained how the reinstatement quote calculated, produced and forwarded by the Applicant to the Respondent show a charge labeled Corporate Advance being \$1,321.00 and there being no charge labeled **Misapplication Reversal**;

- iii. Explained exactly what is “Misapplication Reversal/Corp Advance is, despite numerous requests from the Respondent and the Court.

74. Plaintiff believes that the Defendant’s Notice of Rescission, which states in relevant part, **“Lender, without prejudice or waiver of any right or remedy available to it by reason of past or future default by Borrower, other than the specified defaults, hereby rescinds Acceleration of the debt and maturity of the Note. The Note and Security Instrument are now in effect in accordance with their original terms and conditions, as though no acceleration took place.”**, which was proffered as an inducement to Plaintiff to withdraw litigation, coupled with the Defendant’s refusal to accept any contractually specified forbearance payments and then use that non-payment as grounds for foreclosure is the clearest and most egregious form of bad faith and unfair dealing and the height of unreasonableness.

75. Plaintiff believes that it would be obvious to a reasonable person that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB did not observe or exercise good faith, fair dealing or reasonableness and has violated the principles and standards enunciated in the above cited cases and the Texas Business and Commercial Code.

76. Plaintiff requests a judicial determination and declaration that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB actions constitute a violation of the Texas Legal Duty to Deal in Good Faith. A judicial determination of the foregoing is appropriate at this juncture so that the rights of Plaintiff may be determined and protected. Without a judicial termination, Plaintiff will suffer irreparable and permanent injury.



**APPLICATION FOR TEMPORARY RESTRAINING ORDER**

77. Plaintiff asks that the court take notice of a proposed Substitute Trustee's Sale of the Plaintiff's property located at 12318 Mossycup Drive, Houston, Texas 77024 scheduled for Tuesday, May 5, 2015 by the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB. Plaintiff prays that in light of the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB foregoing behavior and accountings and the Plaintiff's steadfast requests that Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB deal with the Plaintiff in an equitable and fair manner and produce clear, concise, reconcilable and accurate accounting documents, Plaintiff asks this Honorable Court to immediately restrain the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB.

78. Unless this Honorable Court immediately restrains the Defendants from executing a Substitute Trustee's Sale or otherwise selling or taking possession of the subject property during the pendency of this cause, or from otherwise disturbing or attempting to disturb Plaintiff's peaceable possession and enjoyment of the property, Plaintiff will suffer immediate and irreparable injury, for which there is no adequate remedy at law to give Plaintiff complete, final and equal relief. More specifically, Plaintiff will show unto the court the following:

- a. The harm to Plaintiff is imminent because Plaintiff will lose her property.
- b. There is no adequate remedy at law, which will give Plaintiff complete, final and equal relief if the Temporary Restraining Order is not granted and any transfer of the property is allowed to take place.
- c. Plaintiff is willing to post a reasonable temporary restraining order bond, and hereby requests this Honorable Court to set such bond at a reasonable amount.
- d. Plaintiff has met the burden by establishing each element, which must be present before injunctive relief can be granted by this Court; therefore, Plaintiff is entitled to the requested temporary restraining order.

79. Plaintiff requests this Honorable Court to restrain the Defendants from executing the Substitute Trustee's Sale scheduled for Tuesday, May 5, 2015 or selling or otherwise taking possession of the subject property during the pendency of this cause, or from otherwise disturbing or attempting to disturb Plaintiff's peaceable possession and enjoyment of the property.

80. Plaintiff is likely to succeed on the merits of this lawsuit.

**PRAYER FOR RELIEF**

**WHEREFORE PREMISES CONSIDERED, PLAINTIFF RESPECTFULLY REQUESTS:**

81. That this matter be set for Bench Trial;

82. That this Petition is filed and that a day is appointed for a hearing on this matter;

83. That notice of the filing of this Petition and the hearing date be given to all parties;

84. That a temporary restraining order will issue, restraining Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB, Defendants' officers, agents, servants, employees, and assigns, constables, sheriffs, Justices of the Peace, and attorneys from directly or indirectly from executing a Substitute Trustee's Sale or otherwise selling or taking possession of the subject property during the pendency of this cause, or from otherwise disturbing or attempting to disturb Plaintiff's peaceable possession and enjoyment of the property;

85. That the Court sets a reasonable bond for the temporary restraining order;

86. That, after notice and hearing, any and all Substitute Trustee's Sale on the above-specified property will be set aside and a temporary injunction will issue enjoining and restraining Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB, Defendants' officers, agents, servants, employees, successors and assigns, constables, sheriffs, Justices of the Peace, and attorneys from taking or selling in any fashion, or taking possession of the subject property during the pendency of this cause, or from otherwise disturbing or attempting to disturb Plaintiff's peaceable possession enjoyment of the property;

87. That the Court orders Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB to produce and present to the Court the original, executed Fair Market Acknowledgement or appraisal for the property at 12318 Mossycup Drive, Houston, Texas, more particularly described as:

BEING LOT FOURTEEN (14), IN BLOCK THIRTEEN (13) OF  
FROSTWOOD, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY,  
TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN  
VOLUME 77, PAGE 52 OF THE MAP RECORDS OF HARRIS COUNTY,  
TEXAS

88. That, after trial on the merits, the Court permanently enjoin Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB, Defendants' officers, agents, servants, employees, successors and assigns, constables, sheriffs, Justices of the Peace, and attorneys from directly or indirectly from taking possession of the subject property or from otherwise disturbing or attempting to disturb Plaintiff's peaceable possession enjoyment of the property.

89. Economic Damages;

90. Punitive Damages;

91. A declaration that the Defendant Wells Fargo Bank, N.A. FKA Wachovia Mortgage, FSB, FKA World Savings Bank, FSB must produce clear, complete, reconcilable and accurate accountings to the Court and the Plaintiff prior to proceeding with any foreclosure proceedings;

92. Exemplary Damages;

93. Equitable Relief;

94. Reasonable Fees;

95. Court Costs;

96. All other relief to which Plaintiff is entitled

97. Plaintiff prays for general relief.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tina Alexander', written over a horizontal line.

Tina Alexander  
Plaintiff, *Pro Se*  
12318 Mossycup Drive  
Houston, Texas 77024  
832-516-1577

CONFIRMED FILE DATE: 5/4/2015

P-299

**Exhibit "1"**

WORLD SAVINGS BANK,  
A FEDERAL SAVINGS BANK

## NOTE

### TEXAS EQUITY FIXED RATE - FIRST LIEN

Loan Amount \$296,000.00

Loan Number: 0010585743

Property Address:  
12318 MOSSCUP  
HOUSTON, TX 77024

Date: SEPTEMBER 15, 1998

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$296,000.00, (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK.

ITS SUCCESSORS AND/OR ASSIGNEES. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.750%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 8(B) of this Note.

#### 3. PAYMENTS

##### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on NOVEMBER 01, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 01, 2028, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 1901 HARRISON STREET, OAKLAND, CALIFORNIA 94612\* \* \* \* \* or at a different place if required by the Note Holder.

##### (B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$2,120.59.

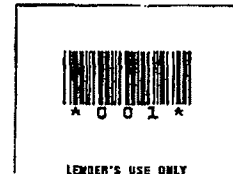
#### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES AND LEGAL LIMITS

If a law, which applies to this loan and which sets maximum loan charges (including, without limitation, Section 50(a)(6)(E), Article XVI of the Texas Constitution), is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. My acceptance of any such refund will constitute a waiver of any right of action I might have arising out of such overcharge.



0010586743

It is the express intention of the Note Holder and me to structure the extension of credit evidenced by this Note to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Note, the Security Instrument, or any other related loan document transcends the limit of validity prescribed by applicable law, then any such promise, payment, obligation, or provision shall be reduced to the limit of such validity, or eliminated if necessary for compliance with such law, and such document(s) shall be reformed automatically without the necessity of the execution of any new amendment or new document.

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

##### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

##### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

##### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

##### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

##### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees. I understand that these expenses are not contemplated to be incurred in connection with maintaining or servicing the extension of credit evidenced by this Note.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address. However, if the purpose of the notice is to notify the Note Holder of failure by the Note Holder to comply with the Note Holder's obligations under, or noncompliance with, any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then notice by certified mail is required.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

This Note and the lien securing same are authorized by the Texas Constitution, Article XVI, Section 50(a)(6). This Note is given without personal liability against each owner of the Property and the spouse of each owner, unless the owner or spouse obtained this extension of credit by actual fraud. If this extension of credit is obtained by actual fraud of any owner or the spouse of any owner, the Note Holder may enforce its rights under this Note against each person who signs this Note and each person who signs this Note is fully and personally liable for all of the promises made in this Note, including the promise to pay the full amount owed. Any person who takes over these obligations is also obligated to keep all of the promises made in this Note.

0010585743

If this extension of credit is not obtained by actual fraud, the Note Holder may enforce its rights under this Note and the Security Instrument only against the Property and Note Holder shall not seek or obtain a judgment for any deficiency in relation to the amounts owed under this Note against any person who signs this Note who is the owner of the Property or a spouse of an owner of the Property.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive notice of intention to accelerate, except as provided in Section 8(C) above, and the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. SECURED NOTE - ACCELERATION

In addition to the protections given to the Note Holder under this Note, a "Security Instrument" dated the same date as this Note protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

#### AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

The Loan is Not Assumable. The extension of credit evidenced by the Note may not be assumed by another Person.

#### 11. CLERICAL ERRORS

In the event the Note Holder at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from the Note Holder, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold the Note Holder responsible for any damage to me which may result from any such error.

#### 12. LOST, STOLEN OR MUTILATED DOCUMENTS

If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Note Holder delivers to me an indemnification in my favor, signed by the Note Holder, then I will sign and deliver to the Note Holder a Loan Document identical in form and content which will have the effect of the original for all purposes.


0010585743

13. NO ORAL AGREEMENTS

THIS NOTE, THE SECURITY INSTRUMENT AND OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED .

BORROWER(S):

 (Seal)  
TINA S. ALEXANDER

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Mailing Address: 12318 MOSSYCUP  
HOUSTON, TX 77024



**Exhibit “2”**

ST  
96  
L

RECORDING REQUESTED BY  
WORLD SAVINGS BANK

WHEN RECORDED MAIL TO  
WORLD SAVINGS  
CENTRAL PROCESSING CENTER  
CLOSING DEPARTMENT  
P.O. BOX 86848  
SAN ANTONIO, TX 78285-8548

LOAN NUMBER 0010585742

OF 95119547  
47 WILLIAMS  
STEWART TITLE COMPANY

521-21-C326

PUZZLE TERMINAL (2005) 10/06

FOR RECORDER'S USE ONLY

TEXAS EQUITY DEED OF TRUST

THIS IS A FIRST DEED OF TRUST WHICH SECURES A NOTE

THE EXTENSION OF CREDIT SECURED BY THE LIEN OF THIS DEED OF TRUST IS  
THE TYPE OF CREDIT DEFINED BY SECTION 501.001, ARTICLE XVI OF THE TEXAS  
CONSTITUTION.

1. DEFINITIONS OF WORDS USED IN THIS DEED OF TRUST

(A) Security Instrument This Deed of Trust when dated SEPTEMBER 15 1998,  
will be called the "Security Instrument."

(B) Borrower: TINA S. ALEXANDER, AN UNMARRIED WOMAN

Sometimes will be called "Borrower" and sometimes simply "T or Tina"

(C) Lender WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK, ITS SUCCESSORS AND/OR  
ASSIGNEES, will be called "Lender" Lender is A FEDERAL SAVINGS BANK  
which is organized and exists under the laws of the United States Lender's  
address is 1801 HARRISON STREET, OAKLAND, CALIFORNIA 94612

(D) Note The note signed by Borrower and having the same date as this Security  
Instrument will be called the "Note" The Note shows that I owe Lender the original principal  
amount of US \$288,000.00, plus accrued interest and such other amounts as  
stated in the Note I have promised to pay the debt in monthly payments and to pay the debt  
in full by OCTOBER 01, 2028.

(E) Property The property that is described below in Section 2 entitled "Description  
of the Property" will be called the "Property"

(F) Sums Secured The amounts described below in Section 2 entitled "Borrower's  
Transfer of Rights in the Property" sometimes will be called the "Sums Secured"

(G) Person Any person, organization, governmental authority or other party will be  
called "Person"

(H) Trustor, Beneficiary, Trustee Borrower is the "Trustor," Lender is the "Beneficiary"  
and Gary Bradley, 4101 Whisman Boulevard, San Antonio, Texas 78251, is the "Trustee"

WORLD SAVINGS BANK  
FILED COPY

Page 1  
DEED OF TRUST FOR EQUITY

1/2

1/2

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST JAN 19 2006  
REVERLY B KAUFMAN, County Clerk  
Harris County, Texas

\_\_\_\_\_  
CUC T LIEN

FILED  
JAN 25 PM 12:50  
COUNTY CLERK  
HARRIS COUNTY TEXAS

EXHIBIT

521-74-6829  
0010586743**II BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY**

I irrevocably grant and convey the Property to the Trustee in trust for Lender with a power of sale inasmuch as provided in Paragraph 24 below, subject to the terms of this Security Instrument. This means that by signing this Security Instrument I am giving Lender and Trustee those rights that are stated in this Security Instrument and also those rights that the law gives to lenders who are beneficiaries of a deed of trust and to trustees of a deed of trust. I am giving Lender and Trustee these rights to protect Lender from possible losses that might result if I fail to:

(i) pay all amounts owed to Lender under the Note including any charges to the Note made with the written consent of Lender

(ii) pay with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property and

(iii) keep all of my other promises and agreements under this Security Instrument the Note and any changes to the Note made with the written consent of Lender

**III DESCRIPTION OF THE PROPERTY**

I give Trustee rights in the Property described below

77024 - (i) The property which is located at 12914 Mossycup, HOUSTON, TX. The legal description of this property is attached as Exhibit 'A' which is made a part of this Security Instrument. This property is called the "Described Property"

(ii) All buildings and other improvements that are located on the Described Property

(iii) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Described Property.

(iv) All rents or royalties and other income from the Described Property.

(v) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property.

(vi) All rights that I have in the land which lies in the streets or roads in front of behind or next to the Described Property.

(vii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (i) of this Section.

(viii) All of the rights and property described in subsections (ii) through (vi) of this Section that I acquire in the future

(ix) All replacements of or additions to the property described in subsections (ii) through (viii) of this Section

(x) All casualty and condemnation proceeds relating to the Described Property, and

(xi) All of the amounts that I pay to Lender under Paragraph 2 below

**IV BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that (i) I lawfully own the Property, (ii) I have the right to grant and convey the Property to Trustee, and (iii) there are no existing claims, charges, liens or encumbrances against the Property except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself and the Trustee has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

SD-1000 (12-20-07) 1-03-000

WORD OF TRUST IN TEXAS  
Page 2

VS

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

JAN 19 2006

ATTEST

MEVILLY B KAUFMAN, County Clerk  
Harris County Texas

CUC T LIEN

CUC T LIEN

Deputy

MAY-10-06 WED 03:36 PM WORLD SAVINGS GEN SVCS T FAX NO. 210 5434812

P. 05

## COVENANTS

I promise and I agree with Lender to follow:

## 1 BORROWER'S PROMISE TO PAY

I will pay to Lender on time all principal and interest due under the Note and any late charges due under the Note.

## 2 PAYMENTS FOR TAXES AND INSURANCE

## (A) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums (if any).

## (B) Escrow Account

Subject to applicable law, no escrow shall be required except upon written demand by Lender in which case I shall pay to Lender on the day payments are due under the Note until the Note is paid in full, a sum ("Funds") for (a) yearly taxes, penalties and assessments which they attach priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for an escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. RESPA, unless another law that applies to the Funds sets a lesser amount. If so Lender may at any time collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and/or applicable law permits Lender to make such a charge. However, Lender may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires, interest on the Funds shall not be required to pay me any interest or earnings on the Funds. Lender shall give to me, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purposes for which each debit to the Funds was made.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to me for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify me in writing, and in such case I shall pay to Lender the amount necessary to make up the deficiency or shortage. I shall make up the deficiency or shortage in accordance with the requirements of the Lender, at its sole discretion, in the manner and times prescribed by RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to me any Funds held by Lender. If, under Paragraph 34, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

SP-002 (11-10-00) JMS

Add to THIS-173 SECURITY  
Page 2

TX

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST JAN 19 2006  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*[Signature]* Deputy  
COUNTY CLERK

0010686743

3 APPLICATION OF BORROWER'S PAYMENTS  
Unless the law requires otherwise Lender will apply each of the payments under this Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

First to pay any amounts due to Lender under this Security Instrument,  
Second to pay the amounts due to Lender under Paragraph 2 above,  
Third to pay interest due under the Note,  
Fourth to pay principal due under the Note,  
Last to pay late charges due under the Note.

4 BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS  
I will pay all taxes, assessments and any other charges and fees that may be imposed on the Property and that may be superior to this Security Instrument.

I will also make payments due under my lease or I am a tenant on the Property and I will pay ground rent, if any, due on the Property. I will pay these amounts either by making the payments to Lender until are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand or charge that is made against the Property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if (A) I agree in writing to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation or (B) in good faith I agree or defend against the superior lien in a lawsuit so that during and lawsuit the superior lien may not be enforced and no part of the Property must be given up, or (C) I secure from the holder of that other lien an agreement approved in writing by Lender that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5 BORROWER'S OBLIGATION TO MAINTAIN INSURANCE  
A. At my sole cost and expense I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a Standard Mortgage Clause to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals if Lender requires. I will promptly give Lender all records of paid premiums and renewal notices that I receive.

B. I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Note and which are not specifically required by Lender. I will name Lender as loss payee of any proceeds.

If there is a loss or damage to the Property I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred then Lender may do so.

The amount paid by the insurance company is called "Proceeds". Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds and then at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion regardless of any agreement or lack of agreement of mortgage, or otherwise (A) to the extent allowed by applicable law, to the Sum Secured in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repair or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If I abandon the Property or if I do not shew, within 30 days a notice from Lender stating that the insurance company has offered to settle a claim Lender may collect the Proceeds Lender may use the Proceeds to repair or restore the Property or to pay the Sum Secured. The 30-day period will begin when the notice is given.

WORLD SAVINGS GEN SVCS

UNITED TRUSTEE COMPANY  
Page 4

13

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST JAN 19 2006  
REVERLY D KAUFMAN County Clerk  
Harris County, Texas

*[Signature]* Deputy  
Clerk

0010585742

If any Prepayments are used to reduce the amount of principal which I owe to Lender under the Note the use will not delay the due date or change the amount of any of my monthly payments under the Note and Lender Paragraphs 1 and 2 above. However Lender and I may agree in writing to delays or changes.

If Lender acquires the Property under Paragraph 34 below all of my rights in the insurance policies will belong to Lender. Also all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However Lender's rights in those proceeds will not be greater than the Sum Secured immediately before the Property is acquired by Lender or sold.

If I am required by Lender to pay premiums for mortgage insurance I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

**6 BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS**

I will keep the Property in good repair. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim if I do not own but am a tenant on the property. I will fulfill my obligations under my lease. I also agree that if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

**7 LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY**

If (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone including me begins a legal proceeding that may significantly affect Lender's rights in the Property such as a legal proceeding in bankruptcy or probate for condemnation or to enforce laws or regulations then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7 will not release me from my obligations under this Security Instrument.

I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest at the interest rate in effect under the Note. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Interest on each amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

**8 LENDER'S RIGHT TO INSPECT THE PROPERTY**

Lender and others authorized by Lender may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made Lender must give me notice stating a reasonable purpose for the inspection.

**9 AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY**

If all of the Property is taken by condemnation, eminent domain or other governmental taking the proceeds from all awards or claims of damages or from a sale of all or any part of the Property to pay such governmental taking will be used to reduce the Sum Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the Sum Secured immediately before the taking divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property or if I do not answer, within 30 days a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sum Secured. The 30-day period will begin when the notice is given.

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DEED OF TRUST TO SECURE  
Page 2

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST JAN 19 2006  
BEVERLY R KAUFMAN County Clerk,  
Harris County, Texas

*[Signature]* Deputy  
CLERK

0010585743

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However Lender and I may agree in writing to delays or changes.

**10 CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS**

**(A) Borrower's Obligations**

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Security Instrument. Even if Lender allows this, however, that Person and I will both still be fully obligated under the Note and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Note or under this Security Instrument even if Lender is requested to do so.

**(B) Lender's Rights**

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the Note, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes or pays over claims, charges or fees against the Property, Lender will have the right under Paragraph 3c below to demand that I make immediate payment in full of the amounts that I owe to Lender under the Note and under this Security Instrument.

**11 OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS**

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together.

**12 MAXIMUM LOAN CHARGES**

If the law enacted by this Security Instrument is subject to a law including without limitation Article XVI, Section 50(a)(3) of the Texas Constitution which sets maximum loan charges and that law is finally incorporated so that the money or other loan charges collected or to be collected in connection with the loan exceed permitted limits then (A) any such loan charge shall be reduced by the amount necessary to reduce the charges to the permitted limits and (B) any moneys already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. Borrower's acceptance of any such refund will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**13 LEGISLATION AFFECTING LENDER'S RIGHTS**

If a change in applicable law would make any provision of the Note or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all sums due under this Security Instrument.

**14 NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT**

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at 12018 MOSSYCLIP, HOUSTON, TX 77024.

A notice will be given to me at an alternate address if I give Lender a notice of my alternative address. I may designate only one mailing address at a time for notification purposes. Any notice that must be given to Lender under this Security Instrument will be given by mailing it by first class mail to Lender's address stated in Section 1(c) above entitled "Definitions of Words Used in this Deed of Trust," unless Lender gives me notice of a different address. However, if the purpose of the notice is to notify Lender of failure by Lender to comply with Lender's obligations under or noncompliance with any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(3) Article XVI of the Texas Constitution, then notice by certified mail is required. Any notice required by the Security Instrument is given when it is mailed or when it is delivered according to the requirements of the Paragraph 14 or of applicable law.

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DEED OF TRUST - SECURITY  
Page 2

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A CERTIFIED COPY

ATTEST JAN 19 2006  
BEVERLY B KAUFMAN County Clerk  
Harris County, Texas

*(Signature)*  
DUG T. WEN Deputy



0010505743

**21 WAIVER OF STATUTE OF LIMITATIONS**

I will waive within applicable law the pleading of the statute of limitations as a defense to enforce this Security Instrument including any obligations referred to in this Security Instrument or the Note.

**22 CAPTIONS**

The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument.

**23 MODIFICATION**

This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

**24 CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS**

If the Property is a unit in a condominium cooperative or planned unit development each of which shall be called the "Project" and I have an interest in the common elements of the Project then Lender and I agree that:

(A) If an owner's association or other entity called "Owners Association" holds title to the Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and its uses, proceeds and benefits of my interest.

(B) The following are called the "Constituent Documents": (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of Incorporation; (v) Instruments or equivalent document which creates the Owners Association; (vi) The Project's covenants, conditions and restrictions; and (vii) Other equivalent documents.

I shall perform all of my obligations under the Constituent Documents including my obligation to pay, when due, all dues and assessments if I do not pay the dues and assessments when due Lender may at its option pay them. I will pay to Lender any amounts when Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(C) If the Owners Association maintains, even an insurance company reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms in the amounts for the periods, and against the hazards Lender requires including fire and hazards included within the term "extended coverage" and Lender as provided with evidence of such master or blanket policy, then (i) Lender waives the provision in Paragraph 2(B) above for the monthly payment to Lender of the estimated yearly premium installment for hazard insurance on the Property, and (ii) hazard insurance coverage on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy. I shall give Lender prompt notice of any lapse in the required hazard insurance coverage. I shall provide a copy of such master or blanket policy to Lender annually.

In the event of a distribution of hazard insurance proceeds in lieu of replacement or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to me shall be paid to Lender for application to the debt secured by this Security Instrument with any excess paid to me.

I shall take such action as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(D) I shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to (i) the abandonment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking; (ii) any amendment to any provision of Constituent Documents unless the provision is for the express benefit of Lender or of lenders generally; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the master or blanket hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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DEED OF TRUST TO SECURE  
Page 6

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A CERTIFIED COPY

ATTEST JAN 19 2006  
BEVERLY B KAUFMAN County Clerk  
Harris County, Texas

CUC T Lien Deputy  
CUC T LIEN

0010555743

23. NONRECOURSE

Unless the extension of credit evidenced by the Note was obtained by me or my spouse's actual fraud Lender shall have no recourse against me or my spouse and Lender may enforce my obligations hereunder and under the Note solely by enforcement of its rights against the Property. If the extension of credit was obtained by me or my spouse's actual fraud Lender may obtain a personal judgment against me and/or my spouse, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting me and my spouse's other assets to satisfaction of the debt.

25. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Payment of Curre Secured Lender may at its option require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may at its option require immediate payment in full if Borrower is not a natural Person and a beneficial owner in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full Lender will give me notice of acceleration. If I fail to pay all Sums Secured by the Security Instrument immediately Lender may then or thereafter invoke any remedies permitted by the Security Instrument without further notice to or demand on me.

The Loan is Not Assailable. The extension of credit evidenced by the Note may not be obtained by another Person.

27. SUBSTITUTION OF TRUSTEE

Lender, at its option and with or without cause may from time to time remove Trustee and appoint by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title power and duties conferred upon the Trustee herein and by applicable law.

28. PROPERTY IS HOMESTEAD; ACKNOWLEDGMENTS CONCERNING DEBTS

I represent that the Property is my homestead notwithstanding any voluntary designation of homestead which I may have filed to the contrary. To the extent that the Property is designated for agricultural use under Texas laws governing property taxes, the Property is used primarily for the production of milk.

In the future event that another property becomes my homestead I understand and agree that the Property will no longer be my homestead and that the extension of credit secured by the lien of this Security Instrument will no longer be a loan of the type described by Section 50(a)(1)-(3) of the Texas Constitution.

If any portion of the proceeds of the loan secured by the lien of this Security Instrument were used in repayment of my existing indebtedness to Lender not secured by a valid lien on the Property, I acknowledge that such repayment was not required by Lender but rather was made at my voluntary direction and request.

The indebtedness evidenced by the Note is the only indebtedness secured by the Property as of the date of this Security Instrument unless the other indebtedness was incurred by me for one or more of the purposes allowed under and pursuant to Article XVI, Section 50(a)(1)-(3) of the Texas Constitution.

Lender (to be filled in)

DATE OF DEED TO COUNTY  
PAGE 9

TX

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW...

A CERTIFIED COPY

ATTEST  
JAN 19 2006  
BEVERLY H. RAUFMAN County Clerk,  
Harris County, Texas

\_\_\_\_\_  
DUOT LIEN Deputy

D010625748

**28 RELEASE**

Within a reasonable time after termination and full payment of all sums secured Lender shall provide to the (a) the cancelled Note and (b) a release of the lien of this Security Instrument in recordable form or a copy of an endorsement and assignment of the lien to another lender relinquishing the indebtedness evidenced by the Note. OWNERS ACCEPTANCE OF SUCH RELEASE OR ENDORSEMENT AND ASSIGNMENT SHALL EXTINGUISH ALL OF THE LENDER'S OBLIGATIONS UNDER SECTION 50 ARTICLE XVI OF THE TEXAS CONSTITUTION.

**29 STATEMENT OF OBLIGATION**

To the extent allowed by law, I will give Lender a lien for furnishing any statement of obligation with respect to this Security Instrument or the Note.

**30 SUBROGATION**

If any of the proceeds of the Note have been used to pay outstanding liens against the Property I have requested Lender to advance the proceeds and I have represented that the liens are valid and are due Lender shall be subrogated to any and all rights superior to the liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, even if those liens and debts are secured by Lender by assignment or by release by the holder upon payment.

**31 SUCCESSORS AND ASSIGNS; JOINT AND SEVERAL LIABILITY; CO-SIGNERS**

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and me, subject to the provisions of Paragraph 28. My covenants and agreements shall be joint and several subject to the provisions of Paragraph 25. Any person who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to grant and convey that person's interest in the Property under the terms of this Security Instrument or to comply with the requirements of Section 50A(1)(A) Article XVI of the Texas Constitution providing for execution hereof in order to establish a valid lien by the spouse of each owner of the Property (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and I may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that person's consent.

**32 OWNER OCCUPANCY**

Lender has relied upon statements of fact which I have made to qualify for the loan. I now swear and confirm that: (A) the Property is my personal and primary residence and (B) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded. If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Note and this Security Instrument.

THIS SPACE INTENTIONALLY LEFT BLANK.

20446 01 12 0111 TO 0106

DEPT OF TRUST-TX COUNTY  
Page 10

14

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

JAN 19 2006

ATTEST

REVERLY D. KAUFMAN, County Clerk  
Harris County, Texas

CUC T LIEB

Deputy

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**34 RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY**

I will be called a "Breach of Duty" if I do not pay the full amount of each monthly payment on the date it is due or fail to perform any of my promises or covenants under the Note or the Security Instrument or if any statement made in my application for the loan was materially false or misleading or if any statement in my application for the loan was materially false or misleading by reason of my omission of certain facts or if I have made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may accelerate the indebtedness evidenced by this Note and demand immediate payment of all Sums Secured as described below.

Lender shall give me notice prior to acceleration following my Breach of Duty but not prior to acceleration under Paragraph 35 unless applicable law provides otherwise. The notice shall specify: (a) the amount (b) the action required to cure the default (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of all Sums Secured and commencement of Lender's remedies hereunder. The notice shall further inform me of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of mine to acceleration and sale if the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all Sums Secured without further demand and may, or Trustee, upon written request of Lender may, institute proceedings to foreclose the lien of this Security Instrument either by judicial foreclosure or by court order in accordance with the rules of civil procedure for expedited foreclosure proceedings promulgated from time to time by the Texas Supreme Court pursuant to the provisions of Article XVI, Section 50(a) of the Texas Constitution or, to the extent such promulgated rules of a court order permit, Lender may invoke the power of sale if for any reason the provisions of Article XVI, Section 50(a)(1) and 50(a)(2) of the Texas Constitution are invalid, or if the lien of this Security Instrument shall be found not in compliance with Section 50(a)(3) of Article XVI of the Texas Constitution then, in either such event, any portion of the indebtedness secured by this Security Instrument that refinanced a debt authorized by the provisions of Article XVI, Section 50(a)(1)-(3) of the Texas Constitution shall remain subject to the lien of this Security Instrument, and Lender may require immediate payment in full of all Sums Secured without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 34, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

If Lender invokes the power of sale as may be permitted pursuant to the above provisions or as may be permitted by court order or the rules promulgated by the Texas Supreme Court, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall post a copy of the notice of sale to me in the manner prescribed by applicable law. Sale shall be made at public auction between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. I authorize Trustee to sell the Property to the highest bidder for cash or cash equivalents and in any order Trustee determines. I understand that the power of sale is not a confession of judgment or a power of attorney to confess judgment or to appeal for me in a judicial proceeding.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty. I covenant and agree to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all Sums Secured; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Paragraph 34, I or any person holding possession of the Property through me shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, I or such person shall be a tenant at sufferance and may be removed by writ of possession.

**35 WAIVER OF NOTICE OF INTENTION TO ACCELERATE**

I waive the right to notice of intention to require immediate payment in full of all Sums Secured except as provided in Paragraph 34.

201004 112 24 2711 821 JWS

WORLD SAVINGS GEN SVCS T  
Page 11

12

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST **JAN 19 2006**  
DEVERLY H. KAUFMAN County Clerk  
Harris County, Texas

*Chet Lien*  
CHET LIEN

Deputy

MAY-10-06 WED 03:41 PM WQRLD SAVINGS GEN SVCS T FAX NO. 210 5434812

P. 13

0010686740

## 36 HOME EQUITY LENDING COMPLIANCE

I and Lender intend to conform strictly to Section 504.061 Article XVI of the Texas Constitution. It shall be a precondition to the exercise by me of any right or remedy against Lender that I advise Lender in writing of any alleged failure by Lender to comply with its obligations under Section 504.061 Article XVI of the Texas Constitution with respect to the loan evidenced by this Note and that Lender be given a reasonable time to correct or cure any such failure. I will reasonably cooperate in Lender's efforts to comply with the requirements of Section 504.061 Article XVI of the Texas Constitution only after Lender has received my written notice has had a reasonable time to comply and has failed to comply, shall all principal and interest be forfeited by Lender if required by Section 504.061 Article XVI of the Texas Constitution.

If from any circumstance whatsoever any promise, payment obligation or provision of this Note this Security Instrument or any other related loan document transcends the limit of validity prescribed by applicable law, then any such promise, payment obligation or provision shall be reduced to the limit of such validity or abridged if necessary for compliance with such law, and such documents shall be reformed accordingly without the necessity of the execution of any new instrument or new document. Any refund of payment will be made in accordance with Paragraph 12.

Lender's right to comply as provided in this Paragraph 36 shall survive the satisfaction of Borrower's payment obligations under this Note and this Security Instrument. The provisions of this Paragraph 36 shall supersede any inconsistent provision of the Note or this Security Instrument.

THIS SPACE INTENTIONALLY LEFT BLANK

50106, 11/23/01 AM JMM  
100 10103 0001-00

State of Texas To: COUNTY

TX

Page 13

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW

A CERTIFIED COPY

ATTEST JAN 19 2006  
DEVERLY H KAUFMAN County Clerk  
Harris County, Texas

CUC T LION

Deputy

CUC T LION

MAY-10-06 WED 03:42 PM WORLD SAVINGS GEN SVCS T FAX NO. 210 5434812

P. 14

0010683743

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE COUNTERACTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any records signed by me and recorded in proper official records.

YOU MUST SIGN THIS DOCUMENT AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWERS:

*Tim S. Alexander* (Seal)  
TIM S. ALEXANDER

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

NOTARIES ARE TO BE SEEN  
BY THE LENDER

DATE OF SIGNING TO BE SEEN  
Page 12 of 13

TX

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST JAN 19 2006  
REVEREND KAUFMAN County Clerk  
Harris County, Texas

*Eric T. Uden* Deputy  
ERIC T. UDEN

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS )  
COUNTY OF HARRIS )

521-21-621

BEFORE ME, the undersigned, a Notary Public in and for said County and State,  
on this day personally appeared TIMA D. ALEXANDER

known to me to be the person(s) whose name(s) subscribed to the foregoing instrument,  
and acknowledged to me that he executed the same for the purposes and consideration  
therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of September  
1998 . A.D.

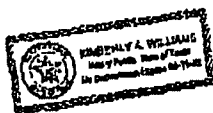
U.S.)

Notary Public in and for HARRIS County,  
TEXAS

SEAL

Notary Name

Notary Commission Date



ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW

A CERTIFIED COPY

ATTEST JAN 19 2006  
REVERLY B KAUFMAN County Clerk  
Harris County, Texas

*[Signature]* Deputy  
COUNT CLERK



# **Exhibit “3”**

**Tina S. Alexander**  
12318 Mossycup Dr.  
Houston, TX 77024

June 15, 2002

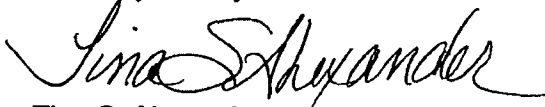
World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Appraisal and FMV Acknowledgement n Loan Number: 0010585743

To Whom It May Concern:

I was looking though the loan paperwork on my house and noticed that there was no appraisal, even though I remember paying for one. Also, there was no Fair Market Value acknowledgement form. I remembered paying for an appraisal, but I don't remember executing a Fair Market Value acknowledgment. Would you please send me a copy of the appraisal and the Fair Market Value acknowledgement so my file here at home will be complete?

Thanks you for your kind consideration in this matter.

A handwritten signature in cursive script that reads "Tina S. Alexander". The signature is written in dark ink and is positioned above the printed name and loan number.

Tina S. Alexander  
Loan Number: 0010585743

# **Exhibit “4”**



LAW OFFICES  
650 NORTH SAM HOUSTON PARKWAY EAST  
SUITE 450  
HOUSTON, TEXAS 77060  
TELEPHONE 281.925.5200  
FAX 281.925.5300

June 8, 2006

Via CMRRR and Regular Mail  
TINA S ALEXANDER  
12318 MOSSYCUP  
HOUSTON, TX 77024

Certified Article Number

7160 3901 5849 4480 8490

SENDERS RECORD

#### NOTICE OF ACCELERATION

Re: Indebtedness secured by the Security Instrument in the original principal amount of \$296,000.00 payable to the order of World Savings Bank, A Federal Savings Bank, its successors and/or assignees, executed by Tina S. Alexander, an unmarried woman, due and unpaid to current Mortgagee, World Savings Bank, FSB.

Dear Mortgagor(s):

**\*\* This communication is from a debt collector and this is an attempt to collect a debt and any information obtained will be used for that purpose. \*\***

This law firm represents the current Mortgage Servicer with respect to the above referenced Indebtedness.

As you are aware prior demand was made upon you to cure the default in regard to the above referenced Indebtedness. In the event your default was not cured, the letter gave you notice of intent to accelerate the entire amount due and owing under the Note. You have not cured your default and the Indebtedness has been accelerated.

This letter is formal notice to you that your Indebtedness has been accelerated. This letter is also formal notice to you that the current Mortgagee has filed an Application for Order for Foreclosure of the property as described in the Deed of Trust you executed securing the Note.

Although the Note has been accelerated, you may have the right and opportunity to cure the default and reinstate the Note under certain circumstances. Please contact our office if you desire to inquire about reinstating your loan. You also have a right to bring a court action to assert the non-existence of a default or any other defense that may exist to acceleration of the Note and sale of the property.

Mortgagee is exercising its *in rem* rights as allowed under applicable law and is not attempting any act to collect, recover or offset the indebtedness as your personal liability.

Enclosed is the Notice of Application for Order of Foreclosure and Application for Order of Foreclosure which have been sent for filing in the district clerk's office.

***One purpose of this communication is to collect a debt and any information obtained will be used for that purpose. This letter is not intended to advise you of your legal rights and obligations. This notice is required by the provisions of the Fair Debt Collection Practices Act. We are not attempting to collect money from anyone who is not a debtor of the aforementioned debt and/or anyone who has discharged the debt under the Bankruptcy laws of the United States. If you are receiving this notice and you are not a debtor, you are receiving this notice for informational purposes only.***

Sincerely,  
Codilis & Stawiarski, P.C.

**Exhibit “5”**





is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes. World Savings Bank, FSB is currently the legal owner and holder of the Note.

The debt is secured by a lien created under TEX. CONST. Art. XVI § 50 (a)(6). Concurrently with the execution of the Note, Respondent executed a Security Instrument granting a lien created on Respondent's homestead under TEX. CONST. Art. XVI § 50 (a)(6). The Security Instrument grants a lien on the Property described as follows:

LOT FOURTEEN (14), IN BLOCK THIRTEEN (13) OF FROSTWOOD, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 77, PAGE 52 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

which has a mailing address of 12318 MOSSYCUP, HOUSTON, TX 77024.

The Security Instrument was duly recorded on September 22, 1998 in the Official Real Property Records of HARRIS County, Texas under Volume 521-21, Page 0328 and/or clerk's file number T280637 and duly re-recorded January 25, 2006 in the Official Real Property Records of HARRIS County, Texas under Clerks File Number Z049229. A true and correct copy of the Security Instrument is attached hereto as Exhibit "B" and incorporated herein for all purposes.

Respondent is the current owner of record of the Property.

A default under the security instrument exists. Respondent is in default on its obligation to Applicant in that payments have not been made when due and owing pursuant to the terms of the above-described Note and Security Instrument.

The Applicant has given the requisite notices to cure the default and accelerate the maturity of the debt under the Security Instrument, TEX. PROP. CODE § 51.002, and applicable law.

Payments have not been made under the terms of the Note and Security Instrument on

March 1, 2004 and subsequent months. Payments are currently \$2,120.59 per month, plus

late charges. The unpaid principal balance due and owing to Applicant on the Note is \$279,506.94, plus interest. Additional fees include Applicant's attorney fees in the amount of \$850.00 and costs.

Applicant requests that this Honorable Court allows Applicant to exercise all of its rights and remedies against the Respondent under state law and as provided by TEX. CONST. Art. XVI, § 50(a)(6)(D), including, foreclosing its lien on the Property.

It has been necessary for Applicant to hire the law firm of Codilis & Stawiarski, P.C. to collect the debt owed to it through this Court. Pursuant to the Note and Security Instrument, Applicant is entitled to reimbursement of its reasonable attorney's fees for their services.

### III. PRAYER

WHEREFORE, PREMISES CONSIDERED, Applicant prays that this Court enter an Order as required by TEX. CONST. Art. XVI, § 50(A)(6)(D) to sell the property under the Security Instrument and TEX. PROP. CODE § 51.002 and to allow Applicant to exercise and enforce all its rights and remedies against the Respondent as a perfected lienholder to the Property, including, but not limited to, payment of costs, expenses, and reasonable attorney's fees in accordance with the terms of the Note and Security Instrument, and for such other relief to which Applicant may be justly entitled, either at law or in equity.

Respectfully submitted,  
CODILIS & STAWIARSKI, P.C.

By: 

Rachel U. Donnelly SBOT 24043639  
Stephen P. Melinder, Jr. SBOT 24032733  
Mary M. Speidel SBOT 18908400  
650 N. Sam Houston Parkway East, Suite 450  
Houston, Texas 77060  
Telephone: (281) 925-5200  
Facsimile: (281) 925-5300  
ATTORNEYS FOR APPLICANT

# **Exhibit “6”**

C&S No. 44-05-4679 /Home Equity  
World Savings Bank, FSB  
Servicer No. 0010585743

## **NOTICE OF TRUSTEE'S SALE**

**WHEREAS**, on September 15, 1998 Tina S. Alexander, an Unmarried Woman executed a Deed of Trust conveying to Gary Bradley, a Trustee, the Real Estate hereinafter described, to secure World Savings Bank, A Federal Savings Bank, its successors and/or assignees in the payment of a debt therein described, said Deed of Trust being recorded in Volume , Page or Clerk's File No. Z049229 in the Deed of Trust Records of HARRIS County, Texas; and

**WHEREAS**, default, as same is defined in said Promissory Note and/or Deed of Trust, has occurred and the outstanding balance on same is now wholly due; and

**WHEREAS**, World Savings Bank, FSB is the Mortgage Servicer representing the owner and holder of said Promissory Note, World Savings Bank, FSB, whose address is C/O P.O. Box 659558  
San Antonio, TX 78265, as Mortgage Servicer, is representing the Mortgagee under a servicing agreement with the Mortgagee and World Savings Bank, FSB as representative for the Mortgagee has requested the undersigned to sell said real property to satisfy the indebtedness.

**WHEREAS**, The undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust; and

**NOW, THEREFORE, NOTICE IS HEREBY GIVEN** that on Tuesday, 10/2/2007, the foreclosure sale will be conducted in HARRIS County in the area of the courthouse designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place. If no place is designated by the commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted. The trustee's sale will be conducted no earlier than 1:00:00 PM or not later than three (3) hours after that time, by either one of the Trustees, and will sell, to the highest bidder for cash, subject to the unpaid balance due and owing on any lien indebtedness that is superior to the Deed of Trust.

**NOTICE IS FURTHER GIVEN** that, except to the extent that Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the property shall be made as is, without any representations and warranties whatsoever, express or implied. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

Said Real Estate is described as follows: In the County of HARRIS, State of Texas:

**LOT FOURTEEN (14), IN BLOCK THIRTEEN (13) OF FROSTWOOD, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 77, PAGE 52 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.**

---

Cathy Cagle, Substitute Trustee, or  
Jeff Leva, Successor Substitute Trustee, or  
Mary M. Speidel, Successor Substitute Trustee  
1945 Walnut Hill Lane, Irving, TX 75038

Codilis & Stawiarski, P.C.  
650 N. Sam Houston Parkway East, Suite 450  
Houston, TX 77060 / (281) 925-5200

SALPX  
(8)A

CAUSE NO. 2006-35439

IN RE: Order for Foreclosure  
Concerning

TINA S. ALEXANDER

and

12318 MOSSYCUP  
HOUSTON, TX 77024  
Respondent(s)§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

113<sup>th</sup> JUDICIAL DISTRICT**ORDER TO PROCEED WITH NOTICE OF FORECLOSURE SALE  
AND FORECLOSURE SALE**

Came on for consideration the application of World Savings Bank, FSB its Successors and Assigns (hereinafter Applicant), for Order for Foreclosure pursuant to Rule 736 of the Texas Rules of Civil Procedure. The Court is of the opinion that said application should be GRANTED.

The court further finds that this is an *in rem* proceeding; that the Application filed by Applicant complies with Rule 735 and Rule 736, Tex. R. Civ. P.; that Respondent(s) have not previously filed a Response; that a copy of the required Notice with Certificate of Service has been on file with the Clerk of the Court for at least ten (10) days, exclusive of the date of filing; that the Applicant has met its burden of proof as to the elements of Rule 736 (I)(E); and that the Applicant should proceed with foreclosure of the Property under the terms of the security instrument and Texas Property Code § 51.002.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Applicant may proceed with foreclosure under the security agreement (Deed of Trust) recorded in the Official Real Property Records of HARRIS County, Texas under Volume 521-21 and Page 0328 and/or

C&S# 44-05-4679  
Client No. 0010585743RECORDER'S MEMORANDUM  
This instrument is of poor quality  
at the time of imaging

clerk's file number T280637, executed by Respondent, and TEX. PROP. CODE § 51.002 of the property located at 12318 MOSSYCUP, HOUSTON, TX, 77024 and described as follows:

LOT FOURTEEN (14), IN BLOCK THIRTEEN (13) OF FROSTWOOD, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 77, PAGE 52 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

IT IS FURTHER ORDERED that the Applicant send a copy of this Order to Respondent with the notice of foreclosure sale;

IT IS FURTHER ORDERED that the Applicant may communicate with the Respondent and all third parties reasonably necessary to conduct the foreclosure sale; and


IT IS FURTHER ORDERED that the Applicant shall mail to Respondent's counsel a copy of the notice by certified mail, return receipt requested, of the foreclosure sale if the Respondent is represented by counsel.

SIGNED this 5th day of February, 2006.

  
JUDGE PRESIDING

APPROVED AS TO FORM AND ENTRY REQUESTED:

CODILIS & STAWIARSKI, P.C.

By:   
Rachel U. Donnelly SBOT 24043639  
Stephen P. Melinder, Jr. SBOT 24032733  
Mary M. Speidel SBOT 18908400  
650 N. Sam Houston Pkwy. East, Suite 450  
Houston, Texas 77060  
Telephone: (281) 925-5200  
Facsimile: (281) 925-5300  
ATTORNEYS FOR APPLICANT

After Recording, please return to:  
Codilis & Stawiariski, P.C.  
650 N. Sam Houston Pkwy. East, Suite 450  
Houston, Texas 77060

**NOTICE OF ACCELERATION AND  
NOTICE OF POSTING & FORECLOSURE**

September 7, 2007

Certified Mail

**\*\* This communication is from a debt collector and this is an attempt to collect a debt and any information obtained will be used for that purpose.\*\***

RE: Promissory Note in the amount of \$296,000.00 dated September 15, 1998, executed by Tina S. Alexander, an Unmarried Woman, and Deed of Trust dated September 15, 1998, executed by Tina S. Alexander, an Unmarried Woman and recorded in Vol. , Page , or Clerk's File No. Z049229 in the Deed of Trust Records of HARRIS County, Texas.

This law firm represents World Savings Bank, FSB, the Mortgage Servicer for World Savings Bank, FSB with respect to the above referenced indebtedness.

You have failed to pay the indebtedness when due and, as a result, have been in default under the terms of the indebtedness.

You are further notified that World Savings Bank, FSB is acting as the Mortgage Servicer for World Savings Bank, FSB, who is the Mortgagee and the owner and holder of the Note and Deed of Trust. World Savings Bank, FSB, as Mortgage Servicer, is representing the Mortgagee, whose address is C/O P.O. Box 659558 San Antonio, TX 78265. The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the servicing agreement and Texas Property Code Sec. 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property secured by the above referenced loan.

You are hereby notified that because you have not cured the default, your obligations under the Note and Deed of Trust have been matured, and that the entire principal indebtedness evidenced by the Note, together with interest thereon as provided by the terms of the Note and earned thereunder, has been accelerated.

If you were a borrower in regard to this Note prior to the filing of a bankruptcy in which you received a discharge of the indebtedness, and if the indebtedness was not reaffirmed in the bankruptcy case, the Mortgage Servicer is exercising its *in rem* rights as allowed under applicable law and Lender is not attempting any act to collect, recover or offset the discharged debt as your personal liability. We are not attempting to collect money from anyone who is not a debtor of the aforementioned debt and/or anyone who has discharged the debt under the Bankruptcy laws of the United States. If you are receiving this notice and you are not a debtor, you are receiving this notice for informational purposes only.

Also attached to this letter is a Notice of Trustee's Sale of the property described therein, as provided by the terms of the Deed of Trust and the laws of the State of Texas.

Sincerely,

CODILIS & STAWIARSKI  
650 N. Sam Houston Parkway East, Suite 450  
Houston, TX 77060; (281) 925-5200

C&S No. 44-05-4679  
ALEXANDER, TINA S.  
Loan No. 0010585743 / Home Equity



**Exhibit “7”**

**WORLD SAVINGS**

September 13, 2007

Loan Number: 0010585743

**REINSTATEMENT QUOTE**

Tina Alexander  
 12318 Mossycup Dr  
 Houston, TX 77024 4907

Customer: Tina S Alexander  
 Property: 12318 Mossycup, Houston TX 77024

Dear Sir or Madam:

Please find the breakdown of the total amount due to reinstate the above loan from foreclosure status as indicated below. Should you have any questions, please contact us at 1-800-282-3458. A representative is available to assist you Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time.

**Breakdown of Total Due to Reinstate:**

43 payment(s) :	93,388.02
Advance(s) : Escrow	.00
Accrued Late Charge:	3,710.16
Miscellaneous Fee(s) :	
CORPORATE ADVANCE	1,321.00
ADDITIONAL CHARGES	6,227.97
Foreclosure	748.00
Less: Credit (Suspense)	< .00>
-----	
Total required to reinstate loan in full	105,395.15
Property Preservation/Inspection Fees	45.00
NSF Fees	.00
TOTAL REQUIRED TO REINSTATE LOAN AND RELATED	105,440.15
WORLD SAVINGS CHARGES (Good through 09-25-07)	

Only certified funds will be accepted to reinstate this loan. All personal and/or business checks, partial funds, and cash will be returned. Payments may be made at any World Savings branch or mailed to the address on page two of this letter.

Please note that we do not recognize mailing postmark dates. Therefore, the amount quoted above must be received in a World Savings branch or at our San Antonio office no later than 5:00 p.m., Central Time, on 09-25-07. After this date, additional amounts may become due.



Tina S Alexander  
0010585743  
September 13, 2007  
Page 2

To remit your balance due by mail or wire, please send to:

Mail  
World Savings  
Attn: Cashiering Dept., TX1361  
4101 Wiseman Blvd.  
San Antonio, Texas 78251

Wire  
World Savings  
ABA/RT:322186961  
Account No.: 11052019  
Reference Loan Number

As a reminder, you are required by your Note and Security Instrument to continue to meet and pay other obligations including, payment and maintenance of insurance, property taxes, HOA/PUD fees, and other assessments. If you are unable to make future payments on the loan, pay property taxes, provide proof of hazard insurance, maintain the collateral, or pay other obligations as required by the Note and Security Instrument, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require, as a condition of reinstatement, that you provide reliable written evidence that all senior liens, property taxes, and insurance premiums are paid current.

Payment in accordance with this reinstatement quote may not be sufficient to cure all defaults of the Note and Security Instrument. You should review any previously issued Notices of Intent to Foreclose or Notices of Default to determine if any non-monetary defaults remain outstanding. Unless all defaults are cured, foreclosure sale proceedings will continue.

This reinstatement quote may or may not include advances for insurance, property taxes and other assessments. If World Savings advanced delinquent property taxes, hazard/flood insurance, or other assessments on your behalf, you may be required to make payment into an escrow account with World Savings. You will be notified in writing upon the reinstatement of your loan as to specific requirements, if any.

Thank you for your attention to this matter.

Foreclosure Department

XF613 048 AVR

NOTICE REQUIRED BY FEDERAL LAW:

\*Please be advised that World Savings may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, World Savings is only exercising its rights against the property and is not attempting to hold you personally liable on the Note.

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

September 19, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201  
Attn: Mike Lara, Foreclosure Department

Re: Reinstated Quote for Loan Number: 0010585743

Mr. Mike Lara,

Please have this letter confirm our conversation today regarding the Reinstatement Quote you faxed to me yesterday, which I received in the mail today. I called to reconfirm that there are no other amounts that I owe World Savings. If I pay this reinstatement quote amount of \$105,440.15, my loan will be current and in good standing. It is my intention to pay this amount and bring my loan current.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Tina S. Alexander', written in dark ink.

Tina S. Alexander  
Loan Number: 0010585743

**Exhibit “8”**

12318 Mossycup Dr. Houston, TX 77024

**Tina S. Alexander**

# Fax

To: Mike Lara From: Tina S. Alexander  
Fax: 210-509-1147 Pages: 2  
Phone: \_\_\_\_\_ Date: 9/28/2007  
Re: Wire Loan 0010585743 CC: \_\_\_\_\_

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• Comments:

Attached is the wire confirmation for  
\$ 106,000<sup>00</sup> to reinstate my loan at  
World Savings loan # 0010585743.  
Please call me at 713-419-2834 cell if  
you have any questions or issues.

Sincerely,

Tina S. Alexander

*Tina*

(713) 461-7730  
713-419-2834 cell  
713-722-0972 Fax

**WACHOVIA****Wire Transfer of Funds Request**

For Use by CMG Field Personnel Only (Not for Financial Center use)

Preparer's Signature

379493

Authorized Signature

NSF Only

Account Status

Sufficient (Audio Checked)

Not Sufficient (NSF)

SUFFICIENT

NSF Source of Funds

Credit Approver Name (Please Print)

Credit Approver Signature

Date

Time of Call

Callback  
Required  
(Yes or No)

Initiator's Signature

Customer Accepting Call Back/Phone Number

Verifier's Signature

**Wire Transfer of Funds**

WACHOVIA BANK, N.A.

Current Date

09/28/07

Control Number

400206

Domestic or International

DOMESTIC

Non-Repetitive or Repetitive

NON-REPETITIVE

Line Number

Amt Verify Ctl

N

Verify I.D.

Type (Fed, Book, Other)

FED

Caller

Financial Center or Department

0802925

Request Type (Fax, Phone, Walk in)

WALK-IN

Description 2 (GL)

Execution Date

09/28/07

Domestic Transfer Amount

\$ 108,000.00

Type Currency

Value Date

Foreign Amount

Exchange Rate

Contract Number / Provided By

U.S. Dollar Amount

\$

Foreign Currency Transfer Amount

=

Originator

Name

Check One ☐ Internal ☐ Customer Initiated

Org

Account Number

MELODY GODAR-MCDAID

75

1010093671723

Address

112 KAISER DRIVE DOWNTOWN PA

City/State/Zip/Country

19335

ID 22943177

ID Source PA

ID Type DL

Expiration Date 090317

Receiving Bank

Name

WORLD SAVINGS BANK FSB

R/T Number

322186961

Address

4101 WISEMAN BLVD.

City/State/Zip/Country

SCOTTSDALE AZ 78251

Advice NONE

(No Phone Advice Required, Credit and Phone Advice, Notify and Pay, Pay Upon Proper I.D.)

Beneficiary Payment Information

Name

WORLD SAVINGS

Org

Account Number

Address

11052019

City/State/Zip/Country

Other Payment Information

LOAN #0010585743

CHARGE

Fee Method

(Waive/Charge)

**Customer Contract**

All of the above information is complete and correct and provided to Wachovia Bank, N.A. or to Wachovia Bank of Delaware, N.A. (each, the "Bank") for it to implement a wire transfer of funds from my account. The Bank's acceptance and execution of my wire transfer transaction is subject to the Terms and Conditions contained in this Wire Transfer of Funds Request. My signature below evidences that I have received a complete copy of this Request, and that I have received the Deposit Agreement.

X

Customer Signature

M. S. Godar-McAid

X

Date

9/28/07



**Exhibit “9”**

WORLD SAVINGS  
EFT Processing Center  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Case 4:15-cv-01596 Document 6-5 Filed on 06/08/15 in TXSD Page 73 of 330  
Any Questions? Call  
Customer Service Dept.  
(800) 642-0257

October 12, 2007

T1 P1  
Tina S Alexander

12318 Mossycup Dr  
Houston TX 77024-4907

|||||

RE: 0010585743

Confirmation Number: 5120946963

Dear Tina S Alexander,

Thank you for using World Savings's EFT electronic drafting service. As per your verbal authorization on October 12, 2007, this one-time request will be processed in the amount of \$2,561.12, and will be applied to the loan as of October 12, 2007. This amount will be reflected on your bank statement following this payment.

Should you have any questions about the EFT payment or this confirmation please contact us at the number below. A Customer Service Representative will be available to assist you Monday through Friday from 8:00 a.m. to 8:00 p.m. and Saturday 8:00 a.m. to 5:00 p.m. (CST).

Please be advised that your request will initiate a debit to your bank account. This will be reflected on your bank statement following the payment to your loan.

Sincerely,

Customer Service Dept.  
World Savings  
EFT  
(800) 642-0257

# **Exhibit “10”**

**WORLD SAVINGS**

How may we help you?

**LOAN STATEMENT**

8,815

Property Address: 12318 MOSSYCUP  
HOUSTON

TX 77024-4907

Loan Number: 10585743

Payment Due Date: 10/01/07

Statement Date: 10/01/07

**Questions about your loan?**For quick answers, call .....1-800-642-0257  
8 a.m. - 8 p.m. Mon. - Fri., 8 a.m. - 5 p.m. Sat., Central Time  
(Please have your loan and Social Security numbers ready.)

005815 YNNNNN MODLLSTA

|||||

TINA S ALEXANDER  
12318 MOSSYCUP DR  
HOUSTON

TX 77024-4907

**1 PAYMENT OPTIONS**Select your option on the Payment Coupon below. Please see  
CHOOSING YOUR PAYMENT OPTIONS on reverse side for explanations.To check the status of your World loan anytime, day or night,  
visit us at .....[www.worldsavings.com](http://www.worldsavings.com)For new purchase, refinance, or home equity loan assistance,  
simply call .....1-800-914-8166**2 CURRENT PAYMENT EXPLANATION**

Payment Options	
Interest Due	1,701.88
Deferred Interest†	
Principal Paid	618.71
Escrow/Other	440.53
Total Past Due	
Total Payment	2,561.12

Past Due Amount	Late Charges/ Fees Due	Total Past Due	Total Outstanding Deferred Interest†	Current Interest Rate
				7.750

† See explanation of deferred interest on reverse side under CHOOSING YOUR PAYMENT OPTIONS.

**3 YEAR-TO-DATE INFORMATION**

Year-to-Date Payments	Year-to-Date Escrow Disbursements
Principal	Taxes
Interest	Additional Assessments
Late Charges/ Fees	860.38
	Homeowner's Insurance
	5,286.33
	Other

FOU28-01

UN-488 (04/07)

**4 TRANSACTION ACTIVITY**

Date	Description	Total	Principal	Interest Paid	Interest Rate	Escrow	Optional Insurance	Late Charges/ Other Fees	Unapplied Funds
------	-------------	-------	-----------	---------------	------------------	--------	-----------------------	-----------------------------	--------------------

**5 IMPORTANT MESSAGES**[www.worldsavings.com](http://www.worldsavings.com)



**WORLD SAVINGS**

October 03, 2007

Loan Number: 0010585743

Tina S Alexander  
12318 Mossycup Dr  
Houston, TX 77024 4907

Property: 12318 Mossycup  
Houston TX 77024-4907

Dear Tina S Alexander :

World Savings is pleased to inform you that we have received and processed the funds to reinstate the above referenced loan.

The loan is now due for the October 01, 2007 payment in the amount of \$ 2,561.12. Regular billing statements will be generated with the October 01, 2007 payment. Payment(s) may be mailed to the following address:

World Savings  
P. O. Box 60129  
Los Angeles, CA 90060-0129

Thank you for your attention to this matter. You are a valued customer and we look forward to a long term relationship with you. Should you have any questions or need additional information, please contact our Customer Service Center at 1-800-642-0257. A representative is available to assist you Monday through Friday, 8:00 a.m. to 8:00 p.m., and Saturday 8:00 a.m. to 5:00 p.m., Central Time. For your convenience, you may also obtain home loan information or contact us at [www.worldsavings.com](http://www.worldsavings.com).

Foreclosure Department

FC622 034 PMI

**NOTICE REQUIRED BY FEDERAL LAW:**

\*Please be advised that World Savings may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, World Savings is only exercising its rights against the property and is not attempting to hold you personally liable on the Note.

# **Exhibit “11”**

**WORLD SAVINGS**

How may we help you?

www.worldsavings.com

**ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT**TINA S ALEXANDER  
12318 MOSSYCUP DR  
HOUSTON TX 77024-4907

74

ANALYSIS DATE:

10/04/2007

LOAN NUMBER:

0010585743

PROPERTY ADDRESS:

12318 MOSSYCUP  
HOUSTON TX 77024**YOUR HOME LOAN PAYMENT MAY BE CHANGING - THIS STATEMENT WILL HELP YOU UNDERSTAND WHY**

This annual disclosure statement is required by Federal law and provides a detail summary of activity related to your escrow account. At your request we maintain an escrow account that is used to pay items such as your property taxes, insurance premiums, and/or mortgage insurance. If you have questions about this statement, please refer to the enclosed guide.

**1 YOUR HOME LOAN PAYMENT**

This section provides a breakdown of both your current and new payments, including the minimum payment, total escrow payment, and repayment of any shortage that may exist (or credit for an overage of less than \$50). Please refer to Section 3 for an explanation of how your new escrow payment amount was calculated. If your loan is an adjustable rate mortgage, an additional payment may occur on the anniversary of your loan. Refer to your billing statement for additional payment options.

	NEW MONTHLY HOME LOAN PAYMENT	CURRENT MONTHLY HOME LOAN PAYMENT
Minimum Payment	\$2,120.59	\$2,120.59
Escrow Payment	\$0.00	\$0.00
Shortage Payment or Overage Credit	\$6,648.26	\$448.53
Credit Life and/or Disability Payment	\$0.00	\$0.00
Other	\$0.00	\$0.00
<b>TOTAL MONTHLY PAYMENT</b>	<b>\$8,768.85</b>	<b>\$2,561.12</b>
<b>NEW PAYMENT EFFECTIVE DATE</b>	<b>12/01/07</b>	

**2 ESCROW SHORTAGE**

Your escrow account has a shortage. You have three options for repaying the shortage:

- You may use the escrow shortage remittance form attached below to make a full shortage payment of \$79,779.10. This option will reduce your total home loan payment by \$6,648.26 and will provide the lowest monthly payments.
- You may use the remittance form attached below to pay a portion of the shortage. This option will reduce your escrow shortage by the amount you pay. Any remaining shortage will be spread over 12 monthly payments.
- You may choose not to pay any portion of the shortage amount at this time, in which case no action is required. The shortage amount has been spread over 12 payments and included in your new monthly home loan payment. Please disregard the remittance form attached below.

**3 ANTICIPATED ESCROW ACCOUNT DISBURSEMENT AND NEW ESCROW PAYMENT AMOUNTS FOR THE NEXT 12 MONTHS**

This section shows the property tax amounts and/or insurance premiums we anticipate we will collect for and pay on your behalf during the next 12 months. The dollar amount shown may reflect the last amount actually paid for each item or we may project the next amount due, as allowed by Federal law (See Section 5 for an explanation of escrow account projection). Insurance and tax payments are disbursed before their due date to allow for mailing and processing time at the tax office or insurance company.

ESCROW ITEM	YEARLY DISBURSEMENT AMOUNT	NEW MONTHLY ESCROW PAYMENT AMOUNT
Mortgage Insurance	\$0.00	\$0.00
Taxes	\$0.00	\$0.00
Insurance	\$0.00	\$0.00
<b>TOTAL PAYMENTS FROM ESCROW</b>	<b>\$0.00</b>	<b>\$0.00</b>

Your new monthly escrow payment amount is calculated by dividing the yearly disbursement amount over 12 payments.

\*\*\* Continued on the reverse side \*\*\*

**WORLD SAVINGS**  
How may we help you?

Detach here and return with payment. Thank you.

**Escrow Shortage Remittance Form**

Name: TINA S ALEXANDER

Loan Number 0010585743

Make your check payable to World Savings and write your loan number on the memo line of your check.

**Escrow Shortage Payment Options:**

- ☐ Full shortage payment of \$79,779.10  
Reduces escrow payment by \$6,648.26 and provides the lowest monthly payment.
- ☐ Other shortage payment: \$  
Reduces escrow shortage by the amount you pay. Any remaining shortage will be spread over 12 payments.

World Savings  
P.O. Box 659406  
San Antonio, TX 78265-9406

1 AUC 2008 17/12/07

**4 IMPORTANT INFORMATION**

Should you have any questions or need additional information, please contact our Customer Service Center at 1-800-642-0267, extension 33676. A representative is available to assist you Monday through Friday, 8:00 a.m. to 8:00 p.m., and Saturday, 8:00 a.m. to 6:00 p.m., Central Time.

This statement is for informational purposes only. Please be advised that World Savings may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, World Savings is exercising its right against the property and is not attempting to hold you personally liable on the Note.

**5 YOUR ESCROW ACCOUNT PROJECTION FOR THE NEXT 12 MONTHS**

This section lists a 12-month running escrow balance to determine the appropriate target balance and to determine if a shortage or overage exists. All anticipated payments into escrow and disbursements from escrow are included along with the projected escrow account balance, derived by carrying forward your current actual escrow balance. Please refer to Section 3 for an explanation of how your new escrow payment amount was calculated.

PAYMENTS INTO ESCROW		DISBURSEMENTS FROM ESCROW					ESCROW ACCOUNT BALANCE	
MONTH/ YEAR	PROJECTED	MORTGAGE INS	PROPERTY TAXES	FLOOD INS	HAZARD INS	OTHER INS	PROJECTED	REQUIRED
							\$79,779.10-	\$0.00
01/08							\$79,779.10-	\$0.00
02/08							\$79,779.10-	\$0.00
03/08							\$79,779.10-	\$0.00
04/08							\$79,779.10-	\$0.00
05/08							\$79,779.10-	\$0.00
06/08							\$79,779.10-	\$0.00
07/08							\$79,779.10-	\$0.00
08/08							\$79,779.10-	\$0.00
09/08							\$79,779.10-	\$0.00
10/08							\$79,779.10-	\$0.00
11/08							\$79,779.10-	\$0.00

World Savings does not collect or require a cushion in your escrow account. We require that your escrow balance be \$0.00 at the end of December 2007. We project your escrow account balance will be \$79,779.10- at that time. This means you have a shortage of \$79,779.10-. We have divided the shortage over 12 monthly payments. Please keep this statement for comparison with the actual activity in your account at the end of the next escrow accounting computation year.

**6 YOUR ESCROW ACCOUNT HISTORY FOR THE PAST 12 MONTHS**

The following is a statement of actual activity in your escrow account from 05/07 through 11/07. The information below provides a summary of what we projected would occur compared to what actually occurred in your escrow account.

PAYMENTS INTO ESCROW			DISBURSEMENTS FROM ESCROW			ESCROW ACCOUNT BALANCE	
MONTH/ YEAR	PROJECTED	ACTUAL	PROJECTED	ACTUAL	DESCRIPTION	PROJECTED	ACTUAL
						\$0.00	\$02862.81-
06/07						\$0.00	\$02862.81-
08/07						\$0.00	\$02862.81-
10/07		\$2645.18 *				\$0.00	\$00219.65-
12/07						\$0.00	\$0.00
02/08						\$0.00	\$0.00
04/08						\$0.00	\$0.00

\* - An asterisk (\*) shows a difference between what actually occurred and what was anticipated. A difference can be due to an increase or decrease in the amount of an escrow bill or due to the disbursement of funds on a date other than originally anticipated.

E- The letter "E" beside an amount indicates the payment or disbursement has not yet occurred but is estimated to occur as shown.

During this period, an additional \$0.00 was deposited into your escrow account for interest on escrow.



# **Exhibit “12”**

## LOAN STATEMENT

5,815

Property Address: 12318 MOSSYCUP  
HOUSTON TX 77024-4907

Loan Number: 10585743

Payment Due Date: 11/01/07

Statement Date: 10/06/07

## Questions about your loan?

For quick answers, call .....1-800-642-0257  
8 a.m. – 8 p.m. Mon. – Fri., 8 a.m. – 5 p.m. Sat., Central Time  
(Please have your loan and Social Security numbers ready.)



005815 YNNNNN M9DLLSTA



TINA S ALEXANDER  
12318 MOSSYCUP DR  
HOUSTON

TX 77024-4907

## 1 PAYMENT OPTIONS

Select your option on the Payment Coupon below. Please see  
CHOOSING YOUR PAYMENT OPTIONS on reverse side for explanations.

Minimum Payment 11,350.21

To check the status of your World loan anytime, day or night,  
visit us at .....www.worldsavings.com

For new purchase, refinance, or home equity loan assistance,  
simply call .....1-800-914-8166

## 2 CURRENT PAYMENT EXPLANATION

Payment Options

Interest Due	1,698.91
Deferred Interest†	
Principal Paid	421.68
Escrow/Other	440.53
Total Past Due	8,789.09
Total Payment	11,350.21

Past Due Amount	Late Charges/ Fees Due	Total Past Due	Total Outstanding Deferred Interest†	Current Interest Rate
2,561.12	6,227.97	8,789.09		7.750

† See explanation of deferred interest on reverse side under CHOOSING YOUR PAYMENT OPTIONS.

## 3 YEAR-TO-DATE INFORMATION

Year-to-Date Payments	Year-to-Date Escrow Disbursements
Principal	Taxes
16,030.79	
Interest	Additional Assessments
75,608.40	860.38
Late Charges/ Fees	Homeowner's Insurance
3,816.19	5,286.33
	Other

FOI725-01

LMS-483 (04/07)

## 4 TRANSACTION ACTIVITY

Date	Description	Total	Principal	Interest Paid	Interest Rate	Escrow	Optional Insurance	Late Charges/ Other Fees	Unapplied Funds
------	-------------	-------	-----------	---------------	------------------	--------	-----------------------	-----------------------------	--------------------

A loan History Statement will follow under separate cover.

## 5 IMPORTANT MESSAGES

www.worldsavings.com

Your loan is 01 payment(s) past due. Your oldest payment was due 10/01/07.

\*\*\*\*\*If you are having difficulties making your mortgage payments, we encourage you to contact World Savings at 1-800-282-3451. Some of our payment plans may pleasantly surprise you. If your payment has already been made, please disregard this message.

Please detach coupon and return with payment. Thank you.

# **Exhibit “13”**

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

October 16, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

On September 28, 2007, I made a payment of \$106,000.00 to completely reinstate my loan with World Savings prior to the property being foreclosed. I had several conversations with Mr. Mike Lara prior to making the payment, to ensure that this \$106,000.00 was the total required to completely resolve all issues with my loan. He assured me that the reinstatement quote dated September 13, 2007, for \$105,440.15 was the total amount due to resolve all issues and reinstate my loan in full.

On October 8, 2007, I received a letter from World Savings dated October 3, 2007, informing me that they received and processed the funds to reinstate my loan. Also, the October 1, 2007 monthly payment was due for \$2,561.12, of which, I was provided with a statement reflecting that amount.

On October 12, 2007, I called World Savings and made the October 2007 payment in the amount of \$2,561.12 as the statement reflected was due, and received a confirmation letter from World Savings for that payment. I was told that my payment would return to the loan agreement amount of \$2,120.59, next month, because the escrow year to date disbursements of \$5,286.33 and 860.38 reflected on my statements would be paid in full from the \$105,440.15 reinstatement payment made on September 28, 2007.

On October 15, 2007, I received an Annual Escrow Account Disclosure Statement from World Savings, stating that my monthly loan payment would go from \$2,561.12 per month to \$8,768.85 per month beginning December 1, 2007. The escrow payment previously paid of \$440.53, which was supposedly cleared with the reinstatement payment, increased to \$6,648.26 per month. This statement reflects that I have an escrow shortage of \$79,779.10. I immediately called World Savings and was told that this escrow disclosure statement is incorrect. This balance had never been reflected on any previous statements and World Savings was in the process of transitioning to Wachovia and some funds were most likely applied incorrectly.

Then on October 16, 2007, I received a loan statement dated October 6, 2007 from World Savings for the November 1, 2007 payment, reflecting a payment due for \$11,350.21. This statement reflected an \$8,789.09 past due amount, which included the October 1 payment plus

\$6,227.97 in fees due. I immediately called World Savings again to inquire about this statement because I had paid the Oct.1 payment and received confirmation from World Savings. In addition, I wanted to know what the \$6,227.97 in fees were because that amount was included in the loan reinstatement detail and I was told that it was clearing the escrow disbursements of \$6,147.71 recorded on my monthly loan statements, which would then reset my loan agreement to the original payment of \$2,120.59. I was told to ignore the statement, because World Savings was still applying all the funds from the reinstatement, and that I would be receiving an accounting of the applied funds from the reinstatement, which would clear up all of these issues.

Please provide me with a complete and accurate accounting of my loan number 0010585743 and an explanation of all discrepancies outlined above.

Sincerely,

A handwritten signature in cursive script that reads "Tina S. Alexander". The signature is written in black ink and is positioned below the word "Sincerely,".

Tina S. Alexander  
Loan Number: 0010585743

# **Exhibit “14”**

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

October 20, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Over the past couple of weeks, I have received multiple conflicting account statements and payment demands on my reinstated loan. Each time I immediately called the phone number on each statement to inquire about the inconsistencies and was told to ignore the statements that my reinstated payment of \$106,000 paid on September 28, 2007, was still being processed or applied. Despite the assurances from your office, I am still a bit concerned, since I have not seen any statement or document to date reflecting the terms of my reinstated loan with a payment of \$2,120.59 and no escrow.

On October 16, 2007, I sent a letter regarding the conflicting documents sent to me over the past 22 days after paying \$106,000 to reinstate my loan, and the detailed responses of each representative to my questions. Also, I requested a complete and accurate accounting of my loan.

Even though your office has repeatedly told me that my loan payment due on November 1, 2007 will be my reinstated loan payment of \$2,120.59. I would like to see documentation to reflect the terms of my reinstated loan agreement, because the multiple conflicting accounting and demands for payment are in violation of that loan agreement.

Sincerely,



Tina S. Alexander  
Loan Number: 0010585743

# LOAN STATEMENT

3.538

Property Address: 12318 MOSSYCUP  
HOUSTON TX 77024-4907

Loan Number: 10585743

Payment Due Date: 11/01/07

Statement Date: 10/18/07

## Questions about your loan?

For quick answers, call 1-800-642-0257  
8 a.m. - 8 p.m. Mon. - Fri., 8 a.m. - 5 p.m. Sat., Central Time  
(Please have your loan and Social Security numbers ready.)



003536 YNNYYN M9DLLSTA



TINA S ALEXANDER  
12318 MOSSYCUP DR  
HOUSTON

TX 77024-4907

## 1 PAYMENT OPTIONS

Select your option on the Payment Coupon below. Please see  
CHOOSING YOUR PAYMENT OPTIONS on reverse side for explanations.

Minimum Payment 8,789.09  
15-Year Payment Plan 11,248.67

To check the status of your World loan anytime, day or night,  
visit us at [www.worldsavings.com](http://www.worldsavings.com)

For new purchase, refinance, or home equity loan assistance,  
simply call 1-800-914-8166

## 2 CURRENT PAYMENT EXPLANATION

Payment Options	Option 1	Option 2
Interest Due	1,698.91	1,698.91
Deferred Interest†		
Principal Paid	421.68	2,881.26
Escrow/Other	440.53	440.53
Total Past Due	6,227.97	6,227.97
Total Payment	8,789.09	11,248.67

Past Due Amount	Late Charges/ Fees Due	Total Past Due	Total Outstanding Deferred Interest†	Current Interest Rate
	6,227.97	6,227.97		7.750

† See explanation of deferred interest on reverse side under CHOOSING YOUR PAYMENT OPTIONS.

## 3 YEAR-TO-DATE INFORMATION

Year-to-Date Payments	Year-to-Date Escrow Disbursements
Principal	Taxes
16,449.76	
Interest	Additional Assessments
77,310.02	860.38
Late Charges/ Fees	Homeowner's Insurance
3,816.19	5,286.33
	Other

FO4728-01

LWS-488 (04/07)

## 4 TRANSACTION ACTIVITY

Date	Description	Total	Principal	Interest Paid	Interest Rate	Escrow	Optional Insurance	Late Charges/ Other Fees	Unapplied Funds
10/07	BEGINNING BALANCE		+263,476.15			-80,660.16			
10/12	10/01 PHONE PMT	2,561.12	-418.97	1,701.62	7.750	+440.53			
10/18	ENDING BALANCE		+263,057.18			-80,219.63			

## 5 IMPORTANT MESSAGES

[www.worldsavings.com](http://www.worldsavings.com)

Have your financial needs changed? Want to refinance? Need cash? Contact World first! Because you're our highly valued customer, we may offer you faster, cheaper, and easier options than other lenders can. Call us at 1-800-914-8166.

Please detach coupon and return with payment. Thank you.



# **Exhibit “16”**

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

October 29, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

On October 18, 2007, I received from World Savings a Loan History Statement, which reflected the payment of \$106,000.00 from the Loan Reinstatement. The loan history statement is not very clear and has numerous "misc application pay" amounts being deducted. Also, at the beginning of the statement are 2 line items dated 3/30 and titled "Reversal". One is for -55,568.26 and the other is for -15,861.51. This statement is showing a -80,660.16 at the bottom of the Escrow column. This makes absolutely no sense at all. I am wondering if this -55,568.26 and -15,861.51 = -71,429.77 has anything to do with the Annual Escrow Account Disclosure Statement I received on Oct. 15, 2007, increasing my payment in December 2007, for which World Savings told me was an error and would be corrected.

I have called World Savings several times and no one can explain these items and the general consensus is that it is an error from the Wachovia transition and will be corrected. Please provide me with some documentation as to what these amounts are.

Today, Oct. 29, 2007, I received a loan statement from World Savings dated Oct. 18, 2007 providing 2 payment options for the November 1, 2007 payment. Option 1 says to pay \$8,789.09 or Option 2 says to pay \$11,248.67 a 15 year plan. In the Transaction Activity section of the statement reflects an escrow balance of -80,219.63, for the first time ever. What is going on here? I have called World Savings every week this month with questions about documentation that I am being sent and am repeatedly told it is in error. Now an escrow amount of \$-80,219.63 is magically showing up on my statements, when is the corrections going to happen. I am a single Mom with Lupus and stress aggravates my medical condition. I need this resolved ASAP, because less than a month ago, I paid World Savings \$106,000.00 to reinstate my loan to current. The \$106,000.00 is actually more than World Savings said I had to pay. Less than a week after I reinstated the loan and paid \$106,000, there are all these errors in documentation and no one seems to be able to provide one accurate, truthful answer. I still am not sure what to pay in November for the monthly payment. You have told me one amount, however, paperwork sent by World Savings with unexplained numbers says something entirely different.

I would greatly appreciate these questions being answered immediately and the documentation corrected to reflect the reinstated terms of my loan agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina S. Alexander", with a long horizontal flourish extending to the right.

Tina S. Alexander  
Loan Number: 0010585743

# **Exhibit “17”**



## WORLD SAVINGS

November 20, 2007

Loan Number: 0010585743

Tina S Alexander  
12318 Mossycup Dr  
Houston, TX 77024 4907

Customer(s): Tina S Alexander  
Property Address: 12318 Mossycup  
Houston TX 77024

Dear Tina S Alexander :

Thank you for allowing World Savings to meet your home loan needs. We appreciate your recent remittance of funds to reinstate your loan. In applying these funds, there was an overpayment of foreclosing fees and cost as a result of an estimated quote. Please find enclosed a check in the amount of \$61.00 representing the amount of overpayment.

You are a valued customer and we look forward to continuing our business relationship. Should you have any questions or need additional information, please contact our Customer Service Center at 1-800-642-0257. A representative is available to assist you Monday through Friday, 8:00a.m. to 8:00 p.m., and Saturday 8:00 a.m. to 5:00 p.m., Central Time. For your convenience, you may also obtain home loan information or contact us at [www.worldsavings.com](http://www.worldsavings.com).

Foreclosure Department

FC725 009 RLC

**NOTICE REQUIRED BY FEDERAL LAW:**

\*Please be advised that World Savings may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, World Savings is only exercising its rights against the property and is not attempting to hold you personally liable on the note.

Z5121-962

MACHINE DISBURSEMENT CHECK VOUCHER

11/20/07  
PAGE 643

PAYEE NAME TINA S ALEXANDER  
& ADDRESS 12318 MOSSYCUP DR  
HOUSTON TX 77024-4907

CHECK-NUMBER : 119442

LOAN-NO	SHORT-NAME INIT NAME PROPERTY ADDRESS	DESCRIPTION	TRAN DATE CODE	AMOUNT DUE
0010585743	TS ALEXANDE	FCL	601	61.00
CHECK TOTAL				61.00
1 ITEMS				

# **Exhibit “18”**

LOAN STATEMENT



TINA S ALEXANDER  
12318 MOSSYCUP DR  
HOUSTON TX 77024-4907

Minimum Payment	14,182.97
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**To check the status of your World loan anytime, day or night,  
visit us at ..... [www.worldsavings.com](http://www.worldsavings.com)**

**For new purchase, refinance, or home equity loan assistance,  
simply call: ..... 1-800-914-8166**

Payment Options	
Interest Due	1,696.19
Deferred Interest	
Principal Paid	424.60
Escrow/Other	6,668.26
Total Past Due	5,414.12
Total Payment	14,182.57

Past Due Amount	Late Charges/ Fees Due	Total Past Due	Total Outstanding Deferred Interest †	Current Interest Rate
2,561.12	2,653.00	5,414.12		7.750

<sup>†</sup> See explanation of deferred interest on reverse side under CHOOSING YOUR PAYMENT OPTIONS.

Year-to-Date Payments	Year-to-Date Escrow Disbursements
Principal	Taxes
16,449.76	
Interest	Additional Assessments
77,310.02	860.38
Late Charges/ Fees	Homeowner's Insurance
10,844.16	5,286.33
	Other

Date	Description	Total	Principal	Interest Paid	Interest Rate	Escrow	Optional Insurance	Late Charges/ Other Fees	Unapplied Funds
07/19	BEGINNING BALANCE		\$263,087.18			\$80,219.63			
1/08	FEE PAYMENT	6,121.94						6,121.94	
1/20	ENDING BALANCE		\$263,087.18			\$80,219.63			

**www.worldsavings.com**

Your loan is 91 payment(s) past due. Your oldest payment was due 11/01/87. \*\*\*\*\*If you are having difficulties making your mortgage payments, we encourage you to contact World Savings at 1-800-282-3451. Some of our payment plans may pleasantly surprise you. If your payment has already been made, please disregard this message.

World Savings is now part of Wachovia and your statement will soon have a brand new look featuring the Wachovia name and color scheme. Beginning December 31, 2007, please make out your monthly mortgage check to Wachovia Mortgage. Rest assured, only the name of our company has changed. Your loan number and all customer service contact information/phone numbers/addresses remain the same. Thank you.

Please detach coupon and return with payment. Thank you.

[illegible]

an Number: 10505743      Make check payable to World Savings.  
ame: TINA S ALEXANDER      - Minimum Payment      \$14,182.97

Payment Due Date: \*\*\*\*\*

**Payment Amount:** \_\_\_\_\_  
**Additional Amount to go to**  
**Principal/Deferred Interest:** \_\_\_\_\_

**Total Amount Enclosed:** \_\_\_\_\_

To avoid a Late Charge of **106.03**  
please ensure payment is received by **12/17/07**

**WORLD SAVINGS**  
**PO Box 105693**  
**Atlanta GA 30348-6693**

**I n t e r p o s i t**

For change of address or phone number, check the box and enter new information on reverse side.

1:5400 2 2 2 50:00000 10 58 5 7 4 3 11 5 1 2



# **Exhibit “19”**

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

November 27, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Today, November 27, 2007, I received a loan statement dated 11/20/07 for the December 1, 2007 payment for \$14,182.97. Over-the-top would be an understatement for the amount of frustration that I am feeling regarding World Savings/Wachovia's handling of my loan reinstatement, along with the blatant disregard for accurate accounting and documentation. This is my third letter since my loan was reinstated and brought current the first of October 2007, via a \$106,000 payment. I have requested numerous times both in writing and over the phone for a complete and accurate accounting of my loan. I have repeatedly been told that it is being looked into, but nothing occurs. You have refused to accept my November 2007 payment for the amount of \$2,120.59 and now have refused to accept my December 2007 payment of \$2,120.59. As a result of your refusal to accept my payments, you are in breach of our loan agreement and must immediately rectify your accounting issues.

On November 20, 2007, I received a refund check of \$61.00 from World Savings/Wachovia for the overpayment of my loan reinstatement amount. I paid \$106,000 rather than \$105,440.15, because I figured there would be a few more days' interest charged and I wanted to make sure that everything was paid and current. My letter dated Oct. 29, 2007, pointed out that I overpaid and you subsequently sent me this refund for \$61.00, so obviously you have been receiving my letters and have responded to the overpayment, but not to the accounting, the payment demand errors, and the magically appearing escrow numbers. It is unreasonable to expect anyone to pay amounts demanded without accurate accounting or explanations as to the discrepancies. Also, if these unreasonable amounts were actually correct and owed, then why would you send me a refund?

I have repeatedly attempted to make the Nov. 2007 loan payment for \$2,120.59 according to my original loan contract, and World Savings/Wachovia would not accept the payment. Instead, I was told that I had to pay \$8,789.09. World Savings/Wachovia was repeatedly told about their inconsistent statement since my loan was brought current. Again, I was told about the World Savings/Wachovia transition, and they would have to look into it. The only amount they would accept was \$8,789.09. I knew my Nov. 2007 loan payment should

be \$2,120.59, as my original loan contract provided, because the October loan payment was \$2,561.12, which included the final \$440.53 escrow amount from the reinstatement. I also reminded World Savings/Wachovia that I was waiting on answers regarding the appearance of an escrow balance. I informed them that it was imperative this be resolved because their documentation error was increasing my payments beginning December 1, 2007 by \$6,648.26 to a total payment of \$8,768.85, which would be a problem for me to pay.

I would greatly appreciate these questions being answered immediately, the documentation corrected to reflect the reinstated terms of my loan agreement, and the acceptance of the contractually specified loan payment for November in the amount of \$2,120.59.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tina S. Alexander', with a long, sweeping horizontal line extending to the right.

Tina S. Alexander  
Loan Number: 0010585743

# **Exhibit “20”**



November 21, 2007

Loan Number: 0010585743

000646 M9DLA1TA  
Tina S Alexander  
12318 Mossycup Dr  
Houston, TX 77024 4907

Dear Tina S Alexander :

World Savings has not received the payment due on November 01, 2007. If this payment has already been made, then please disregard this notice.

Please make the payment immediately, including any late charges due for a total of \$ 5,414.12. You have the following payment options:

- \* Call 1-800-642-0257 to make your payment by phone
- \* Pay online at [www.worldsavings.com](http://www.worldsavings.com)
- \* Call 1-800-282-3451 to discuss payment arrangements (M-F 8:00 a.m. to 10:00 p.m., and Saturday, 8:00 a.m. to 5:00 p.m., Central Time).
- \* You may pay at any World Savings branch, or mail payments to:

World Savings  
Attn: Cashiering Dept., TX 1361  
P.O Box 659568  
San Antonio, TX 78265-9568

Please be advised we may report information about your account to credit bureaus. If this is an ELOC, we may suspend advance privileges if payment is not received.

Loan Counseling Department

C0650 063 CPI

**\*NOTICE REQUIRED BY FEDERAL LAW:** Please be advised that World Savings may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, World Savings is only exercising its rights against the property and is not attempting to hold you personally liable on the Note.

# **Exhibit “21”**

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

November 28, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Today, November 28, 2007, I received a letter from World Savings dated 11/21/07 saying you did not receive my November 01, 2007 loan payment. I just sent a letter to World Savings yesterday detailing the events of World Savings refusal to take my November payment, as per my original loan agreement, and requested a complete accounting of my loan, along with the documentation errors corrected immediately to reflect the reinstated terms of my original loan agreement, and the acceptance of the contractually specified loan payment for November in the amount of \$2,120.59.

Today, World Savings letter says that I need to pay \$5,414.12 for my November 2007 loan payment. This yet again, brings to light the blatant discrepancies in the World Savings/Wachovia accounting requesting a third different amount to be paid for November 2007.

- On 10/16/07, I received a loan statement dated 10/06/07 reflecting the Nov. 07 payment being \$8,789.09
- On 10/29/07, I received a loan statement dated 10/18/07 reflecting the Nov. 07 payment to be either \$8,789.09 or 11,248.67
- Now on 11/28/07, I receive a letter dated 11/21/07 saying that my Nov. 07 payment was not received and I should pay \$5,414.12. How can that even be possible? On the Dec. 1, 2007 loan statement shows a past due payment being \$2,561.12 and late charges and fees being \$2,853.00 for a total of \$5,414.12, which I had to figure out because the previous 2 loan statements for Nov. 07 sent by you did not have either of these amounts on them. Also, how can late charges and fees be greater than the payment amount? Anytime in the previous 9 years, late charges have always been \$106.03, but now you magically increase them to \$2,853.00, like you magically made an \$80,219.63 escrow appear.

It is apparent that World Savings/Wachovia is having accounting issues reinstating my loan after accepting \$106,000 dollars. I am once again requesting a complete and accurate accounting of my loan. I have attempted to make my Nov. 07 payment in the correct amount of \$2,120.59 and you have refused to accept my payment. You are in breach of our loan agreement and must immediately rectify your accounting issues. If you need my assistance, I will help you with

your accounting in regard to my loan agreement. This must be fixed immediately.

I would greatly appreciate these questions being answered immediately, the documentation corrected to reflect the reinstated terms of my loan agreement, and the acceptance of the contractually specified loan payment for November in the amount of \$2,120.59."

Sincerely,

A handwritten signature in cursive script, appearing to read "Tina S. Alexander", with a long horizontal flourish extending to the right.

Tina S. Alexander  
Loan Number: 0010585743



# **Exhibit “22”**



**WORLD SAVINGS**

December 04, 2007

Loan Number: 0010585743

**\*\*\* CERTIFIED MAIL \*\*\*  
NOTICE OF INTENT TO FORECLOSE**

Tina S Alexander  
12318 Mossycup Dr  
Houston, TX 77024 4907

Property Address: 12318 Mossycup  
Houston TX 77024

Dear Tina S Alexander :

Our records indicate we have not received your last 2 mortgage payments. Your loan is in default and due for the November 01, 2007 payment, and all subsequent payments and late charges. The total amount due is \$ 14,182.97 which includes \$ 106.03 in late charges. You may also be charged for any additional fees we may incur, including but not limited to: property tax and insurance payments, attorney fees, property inspections and other assessments.

Payment must be received in the form of a cashier's check, money order, or certified check within 30 days of the date of this notice. Any funds received that are less than the total amount due will be considered a partial payment and will be applied towards the arrearages due on your delinquent loan. Application of a partial payment is not an acceptance in full satisfaction of the delinquent amount due. Please mail payment(s) to the following address:

World Savings  
Cashiering Dept., TX1361  
P.O. Box 659568  
San Antonio, Texas 78265-9568

Failure to cure this default on or before January 03, 2008, will result in the acceleration of the sums secured by the Security Instrument, making the entire loan immediately due and payable. The lender will seek foreclosure which will result in the forced sale of the property. You are further advised of your right to reinstate after the acceleration and the right to bring a court action to assert the non-existence of a default or any other defense you may have to the acceleration and forced sale.

C0731 022 CPI



## **WORLD SAVINGS**

Tina S Alexander  
Loan Number 0010585743  
**NOTICE OF INTENT TO FORECLOSE**  
Page 2

You may have contacted World Savings and made a promise to pay by a certain date in order to bring your loan to a current status. If the promise to pay is fulfilled, please disregard this notification. Failure to make the full promised payment, in good funds, on or before 5:00 p.m. Central Time, on the promised date, or any other violation of any other terms of your Note and Security Instrument, will keep this notice in full force and effect. You may be eligible for Home Ownership Counseling through the Housing and Community Development Act of 1987. Please call the Community Development Agency at 1-800-569-4287.

Section 6050J of the 1984 Tax Reform Act requires lenders to report foreclosures and abandonments to the Internal Revenue Service.

Should you have any questions, please contact us at 1-800-282-3451. A representative is available to assist you Monday through Friday, 8:00 a.m. to 10:00 p.m., and Saturday, 8:00 a.m. to 5:00 p.m., Central Time.

Loan Counseling Department

Enclosure(s)

C0731 022 CPI

**NOTICE REQUIRED BY FEDERAL LAW:**

\*Please be advised that World Savings may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, World Savings is only exercising its rights against the property and is not attempting to hold you personally liable on the Note.

# **Exhibit “23”**

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

December 11, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Today, December 11, 2007, I received via certified mail from World Savings/Wachovia dated 12/4/07, "Notice of Intent to Foreclose". There are not words to describe my level of frustration and I will do my best to remain courteous; however, it will be difficult. I just finished a call with another customer service person at World Savings/Wachovia trying to get answers, and it is a waste of time calling. I am always told the same thing. We will look into it and pay the most current statement. I am sick and tired of hearing that because you, World Savings/Wachovia, never do anything and I have to assume incompetence runs wildly through your organization.

This most current letter from World Savings/Wachovia or Notice of Intent to Foreclose says my loan is in default and due for the Nov. 1, 2007 payment and all subsequent payments and late charges. This notice says the total amount due is \$14,182.97 which includes \$106.03 in late charges. However, on 11/28/07, I received a letter from you dated 11/21/07 saying I owe \$5,414.12 of which \$2,853.00 is late charges. I have tried to make the CORRECT November reinstated loan payment of \$2,120.59, which World Savings/Wachovia refused to accept. On November 28, 2007, I sent you a letter requesting accounting and my loan issues to be resolved. Rather than respond to my numerous letters, except for sending me a refund on Nov. 20, 2007 for a \$61.00 over payment, World Savings proceeds with a "Notice of Intent to Foreclose" reflecting an amount that is blatantly incorrect 2 weeks later.

I am beginning to think that World Savings/Wachovia took my \$106,000 on 9-28-07, with the intent to create a paperwork nightmare and take my property, even though my loan was reinstated and current the first of October 2007. I would like to give World Savings/Wachovia the benefit of doubt, however, their behavior including NOT providing an accurate accounting of my loan, the multiple incorrect statements demanding different amounts of money, the \$80,219.63 escrow account balance, which magically appeared for the first time on the multiple Nov. 1, 2007 payment statements, and the refusal to accept my accurate, reinstated loan payment of \$2,120.59 for November 2007, gives me more than enough reason to

forego any benefit of doubt. It is evident that World Savings/Wachovia either had a horrible transition and they do not have their act together or they are participating in unreasonable and unjust behavior.

Regardless, World Savings/Wachovia's refusal to accept my correct reinstated loan payment of \$2,120.59 for November 2007 and December 2007 is in breach of the loan agreement, which I have notified them of such in the multiple letters I have written them the past 6 weeks. Given World Savings/Wachovia's breach of the loan agreement, I question World Savings/Wachovia's right to foreclose on my property.

Please provide an accurate accounting of my loan reinstatement and fix the errors in your system so these matters can be resolved.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina S. Alexander", with a long horizontal flourish extending to the right.

Tina S. Alexander  
Loan Number: 0010585743

# **Exhibit “24”**

**WORLD SAVINGS**

101

December 17, 2007

Loan Number: 0010585743

000168 M9DLAMTA

Tina S Alexander  
12318 Mossycup Dr  
Houston, TX 77024 4907

Re: Borrower: Tina S Alexander  
Property Address: 12318 Mossycup, Houston TX 77024

Dear Tina S Alexander :

Thank you for allowing World Savings to meet your home loan needs. We are very concerned about the past due payment(s) on your mortgage. The total payment(s) due to World Savings as of today is \$ 14,289.00. If you are unable to make payment(s) due to financial problems, please let us know immediately. Our Loan Counselors would welcome the opportunity to assist you.

If you are experiencing a hardship that has affected your ability to make payment, such as unemployment, reduced income, divorce, disability or illness, we want to work with you during this difficult period.

Rather than risk foreclosure on the property, you should find out if you qualify for one of these programs:

- \* PAYMENT PLAN: We may be able to delay any foreclosure or other legal action if you can commit to repay the delinquent amount over an extended period.
- \* MODIFICATION PLAN: You may qualify for a modification to ease your repayment of the delinquency.
- \* MORTGAGE ASSUMPTION: Allows a qualified buyer to assume your obligation on the loan.
- \* LOAN CONVERSION: You may be able to convert from your current loan product to another product that better suits your financial needs.

FORECLOSURE HAS VERY SERIOUS CREDIT IMPLICATIONS. Walking away from the property may seem like a better choice than making your delinquent payment(s), but it can carry many long term consequences. Foreclosures are reported to all major credit reporting agencies in the United States. Once foreclosure is reported, it becomes a part of your permanent credit file and will remain with negative effects for up to ten years. We want to help you avoid this action.

Please contact us immediately at 1-800-282-3451 to discuss your situation. We are available to assist you Monday through Friday, 8:00 a.m. to 10:00 p.m., and Saturday, 8:00 a.m. to 5:00 p.m., Central Time. We want to help and look forward to hearing from you very soon. You may also obtain home loan information, locate the nearest World Savings branch, or contact us at [www.worldsavings.com](http://www.worldsavings.com).

Loan Counseling Department  
C0753 031 CPI

\*NOTICE REQUIRED BY FEDERAL LAW: Please be advised that World Savings may be attempting to collect a debt. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, World Savings is only exercising its rights against the property and is not attempting to hold you personally liable on the Note.



# **Exhibit “25”**

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

December 21, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Today, December 21, 2007, I received a letter from you, World Savings/Wachovia dated 12/17/07, providing options to pay the again different, incorrect amount of \$14,289.00 to prevent foreclosure.

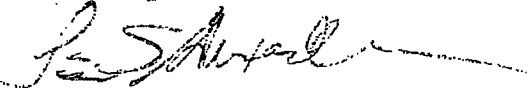
One more time I will ask for a complete accounting of my loan because I do not owe \$14,289.00. I have repeatedly tried to make the correct reinstated loan payment of \$2,120.59 for Nov. and the same for Dec. 2007, but you, World Savings/Wachovia will not accept the contractually required payment. Your refusal to accept my contractually required payment has broken or breached the loan agreement. World Savings/Wachovia has not responded to my numerous letters requesting a reliable accounting and/or cohesive explanation of the multiple different payment demands and the magically appearing escrow balance that are not reflected in our original loan agreement that was reinstated.

Please provide an accurate accounting or your incorrect accounting so any discrepancies that occurred when my loan was reinstated the first of October 2007 and when World Savings was transitioning to Wachovia, can be accurately resolved according to the reinstated loan agreement. I am only asking for accurate accounting and resolution of these discrepancies and the mysterious escrow charges that magically appeared on multiple Nov. 07 loan statements. This magically appearing escrow account did not appear until after you received and processed my \$106,000 payment to reinstatement my loan. It is my belief that the majority of your accounting discrepancies are related to this magically appearing escrow. It is certainly causing my payments to be grossly inflated in your records and not in accordance with the reinstated loan agreement.

My intent is to resolve these issues with you, World Savings/Wachovia, because I would certainly NOT have paid \$106,000.00 2 months ago to reinstate my loan, only to be in foreclosure again, due to incorrect accounting or a messy Wachovia transition, along with World Savings/Wachovia's refusal to accept the correct loan payment according to the reinstated loan agreement.

Please provide me with the documentation requested above so that some resolution can occur amicably.

Sincerely,



Tina S. Alexander  
Loan Number: 0010585743

# **Exhibit “26”**

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

December 27, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Today, December 27, 2007, I received the Jan. 1, 2008 loan statement from you, World Savings/Wachovia dated 12/20/07, reflecting that I now need to pay \$23,057.85. It is apparent that World Savings/Wachovia both cannot fix their accounting errors and provide documentation as such, or you are negligent and satisfied with your own errors assisting in you stealing your client's property.

As you know and I have reminded you often, that on September 28, 2007, \$106,000.00 was wired to you to reinstate my loan agreement in full. Your employee, Mike Lara in the foreclosure department, faxed me a "REINSTATEMENT QUOTE" on September 18, 2007, after requesting it multiple times. The reinstatement quote stated, "Total required to reinstate loan in full....105,395.15". My detailed notes from conversations, faxes, and letters with Mike Lara through the reinstatement payment being made to reinstate my loan:

- On September 18, 2007, received fax of reinstatement quote from Mike Lara. After a couple of phone calls discussing the reinstatement quote with Mike Lara on the phone, I sent a confirmation letter by mail and faxed a copy to Mike Lara on September 19, 2007, reconfirming our conversations that there are no other amounts that I owed World Savings, and if \$105,440.15 is paid, my loan will be current, and in good standing. (Confirmation Letter Attached)
- On September 27, 2007, I called Mike Lara to reconfirm again, because I was nervous and wanted to make absolutely sure that all amounts owed to World Savings would be brought current when 105,440.15 was paid the next day. On the call, Mike Lara and I reviewed an escrow breakdown that I had requested to re-verify that all items are included in the reinstatement quote. We began with the first item creating a balance:
  - o 04/18/06 escrowed charges of \$5,286.33. This was included in the reinstatement amount, because \$440.53 was added to payments being brought current by reinstatement. *\*Confirmed by World Savings "Annual Escrow Disclosure Statements" from the actual escrow history dated July 2002 through April 2007 revealing a shortage of \$5,286.33.*
  - o 03/09/07 two escrow charges of 470.54 & 389.84 that totals \$860.38 and 03/13/07 an escrow charge of \$5,286.33. These two amounts total \$6,146.71, which was reflected and accounted for as

"additional charges" for \$6,227.97 being brought current by reinstatement. *\*Confirmed by 04/01/07 World Savings Loan Statement under current year to date escrow disbursements of \$860.38 and \$5,286.33.*

- o 3/30/07 two items with Description "Reversal" for \$55,568.26 and \$15,861.51 were the final items. Mike Lara said both these amounts with the description of Reversal was an error, because they did not coincide with any previous documentation in World Savings system, and these amounts were not reflected on any statements provided by World Savings. *\*Confirmed by the "Annual Escrow Disclosure Statements" provided by World Savings through 04/2007 date, which is past the 03/30/07 date of the items, and that these items were errors to be corrected. The only escrow amounts reflected a shortage of \$5,286.33 described above. Mike Lara instructed me to ignore these amounts, and that they would be corrected in the World Savings system.*
- On September 28, 2007, a wire for \$106,000.00 was sent to World Savings to reinstate my loan. I called and talked to Mike Lara and faxed wire transmittal to him. Mike Lara asked why I sent more than the required reinstatement amount. I stated that I wanted to be sure that everything was current, and figured an additional 3 days of interest charges that should be due since the reinstatement quote was calculated to be accurate until 5:00 pm on September 25, 2007, so I rounded up to \$106,000.00 to ensure everything was paid to a current status.

Currently, I have resorted to guessing in an effort to make sense of this nightmare of inconsistent statements containing unaccounted and unexplained amounts, because I have not received any answers to my multiple requests for an accurate accounting of my loan. Therefore, a possible explanation to the reinstated overpayment refund check of \$61.00 received on November 20, 2007 from World Savings, could be the difference of the \$6,227.97 included in the reinstatement payment and the actual escrow amounts of \$6,146.71 being cleared, providing an overpayment of \$81.26, which is only \$20.26 more than the \$61.00 refund check.

I performed under the terms of the reinstated loan agreement making the regular monthly payment of \$2,120.59 and a final escrow payment of \$440.53 for a total payment of \$2,561.12 for the month of October 2007. By paying the one-time additional \$440.53 escrow amount after my loan was reinstated, demonstrated my performance and desire for a clean new start with a 100 percent reinstated loan. I have repeatedly tried to make the correct reinstated loan payments of \$2,120.59 for November and the same for December 2007, but you, World Savings/Wachovia, would not accept my contractually required payments, as stated under the terms of my loan agreement. Your continued refusal to accept my contractually required payments has broken and breached my loan agreement, and I expect you, World Savings/Wachovia to abide by the terms of the loan agreement and repair the breach.

As of today, World Savings/Wachovia has not responded to my numerous letters requesting a reliable accounting and a cohesive explanation for the multiple and inconsistent payment demands, for unaccounted discrepancies, and the magically appearing escrow balance correction.

World Saving/Wachovia did not repair their breach of the loan agreement and has not responded to the numerous documentation requests. Therefore, as a consequence of World Savings/Wachovia breaching the loan agreement, and their apathetic response in correcting their breach, I will no longer perform under the loan agreement until such time that World Savings/Wachovia repairs their breach.

It has always been and continues to be my intent to resolve these issues with World Savings/Wachovia.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina S. Alexander". The signature is fluid and cursive, with the first name "Tina" being the most prominent part.

Tina S. Alexander

Loan Number: 0010585743

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

September 19, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201  
Attn: Mike Lara, Foreclosure Department

Re: Reinstated Quote for Loan Number: 0010585743

Mr. Mike Lara,

Please have this letter confirm our conversation today regarding the Reinstatement Quote you faxed to me yesterday, which I received in the mail today. I called to reconfirm that there are no other amounts that I owe World Savings. If I pay this reinstatement quote amount of \$105,440.15, my loan will be current and in good standing. It is my intention to pay this amount and bring my loan current.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina S. Alexander", written in a cursive style.

Tina S. Alexander  
Loan Number: 0010585743

# **Exhibit “27”**



April 18, 2008

**PI TE**  
**DUNCAN**  
LLP

San Diego

Steven W. Pite CA/NV/WA  
John D. Duncan CA/WA  
Peter J. Salmon  
CA/ID/UT/WA  
David E. McAllister  
AZ/CA/HI/OR/UT/WA

Michelle A. Mierzwa CA  
Rochelle L. Stanford  
AZ/CA/OR/WA  
Josephine E. Salmon  
AK/AZ/CA/NY  
Laurel I. Handley  
AZ/CA/ID/NY  
Daniel R. Gamez CA/TX  
Eddie R. Jimenez CA/NV/TX  
Adam B. Arnold CA  
Daniel L. Hembree CA/WA  
Susan L. Pettit AK/CA/WA  
Douglas A. Toleno AZ/CA  
Amanda M. Lorenz AZ  
Melissa L. Carter TX  
Allison J. Maloof CA  
Christopher R. Chicoine  
AZ/CA  
Cuong M. Nguyen CA  
Casper J. Rankin CA  
Anne L. Warner CA  
Charles A. Correia CA  
Melodie A. Whitson CA  
Brian A. Paine CA/WA  
Christopher M. McDermott  
CA  
Jillian A. Benbow CA  
Parisa Sadoughianzadeh CA  
Elsie L. Secoquian CA/NV

Mailing Address  
P.O. Box 12289  
El Cajon, CA  
92022-2289

Overnight Delivery  
525 E. Main Street  
El Cajon, CA 92020

Contact Nos.  
Ph.: (619) 590-1300  
Fax: (619) 590-1385

Orange County

Steven J. Melmet CA

Bruce J. Quilligan CA  
Kerry W. Franich CA  
Elana J. Moeder CA  
Bryan T. Brown TX  
Thomas N. Abbott CA

1820 E. First St., Ste. 420  
Santa Ana, CA 92705  
Ph: (714) 285-2633  
Fax: (714) 285-2668

**NOTICE OF ACCELERATION OF TEXAS  
NON-RECOURSE HOME EQUITY LOAN**

**STATE LAW REQUIRES THIS NOTICE. IT DOES NOT CHANGE OR  
SHORTEN THE TIME PERIOD FOR YOU TO EXERCISE  
YOUR RIGHTS AS DESCRIBED BELOW**

Tina S. Alexander  
12318 Mossycup  
Houston, TX 77024

Re: Loan No.: 0010585743; ("Loan"); Non-Recourse Home Equity Note ("Note") and Texas  
Home Equity Security Instrument dated September 15, 1998 ("Deed of  
Trust")

Property Address: 12318 Mossycup, Houston, TX 77024 ("Property")

**This is an attempt by a debt collector to collect a consumer debt and any information obtained  
will be used for that purpose.**

**Unless within thirty (30) days after you receive this notice you dispute the validity of this debt,  
or any portion of the debt, the debt will be presumed to be valid.**

**If within this thirty days: (i) You notify this office (hereinafter "we" or "us") in writing that  
you dispute this debt, or any portion of it, then we will obtain and mail to you verification of  
this debt or a copy of any judgment against you; (ii) You request in writing that we obtain the  
name and address of the original creditor, if different from the current creditor, then we will  
obtain and mail it to you; (iii) You notify us in writing that you dispute this debt, or any  
portion of the debt, then we will cease collection of the debt, until we obtain verification of the  
debt, or a copy of any judgment, and mail it to you; (iv) You request in writing the name and  
address of the original creditor, if different from the current creditor, then we will cease  
collection of the debt, until we obtain the name and address of the original creditor and mail  
it to you.**

*(See the name of the creditor and the amount of the debt on the next page)*

PITE  
DUNCAN, LLP

April 18, 2008  
Page 2

1. The undersigned represents WACHOVIA MORTGAGE, FSB, F.K.A. WORLD SAVINGS BANK, its successors and/or assigns ("Lender"), and is authorized to deliver this letter on its behalf. Despite notice of default and notice of intent to accelerate sent to you, the default on the Loan has not been cured. Because of the failure to pay the delinquent amount due on the above-referenced loan, Lender hereby accelerates the maturity of your loan, and declares the entire unpaid balance of principal and accrued interest on the Loan due and payable without further demand. Lender will proceed with all legal and equitable rights available to sell the Property under the terms of the Texas Home Equity Security Instrument (First Lien) after obtaining a court order authorizing a foreclosure sale pursuant to Texas Constitution Article XVI §50(a)(6) and Rule 736 of the Texas Rules of Civil Procedure and applicable Texas law.

2. The name of the creditor to whom this debt is owed is: WACHOVIA MORTGAGE, FSB, F.K.A. WORLD SAVINGS BANK, its successors and/or assigns.

3. All unpaid principal and accrued interest on the Note are due and payable at this time. The amount due on this indebtedness as of April 18, 2008 is \$263,057.18 in principal plus all unpaid accrued interest, together with any advances and/or fees that have been or may be made or incurred pursuant to the terms of the Note and Texas Home Equity Security Instrument. The Note will continue to accrue interest at the rate set forth in the Note until paid. Additionally, the Note and the Texas Home Equity Security Instrument securing the Note provide for reimbursement of reasonable attorney's fees incurred by the Noteholder and beneficiary of these instruments in the collection of the indebtedness owed on the Note.

4. The amount necessary for you to pay to prevent this foreclosure sale may be determined by contacting:

WACHOVIA MORTGAGE, FSB  
c/o Daniel R. Gamez  
Pite Duncan, L.L.P.  
525 East Main Street  
El Cajon, CA 92020  
(619) 590-1300

5. In the event you are presently on active duty in the Armed Services of the United States or have been discharged within three (3) months prior to the date of this letter, please submit evidence of such service by way of a letter from your Commanding Officer or a copy of your DD214 to this office immediately, inasmuch as you may have certain rights available to you pursuant to the Servicemember's Civil Relief Act.

6. It is not our client's desire to deprive you of your Property. We urge you to contact Payee at the address or phone number set out above immediately to make arrangements to cure the default.

7. To the extent that the Property is used as your residence, this letter also constitutes notice pursuant to Section 51.002(d) of the Texas Property Code.

Respectfully,

PITE DUNCAN, LLP

  
\_\_\_\_\_  
DANIEL R. GAMEZ

VIA U.S. FIRST CLASS MAIL AND  
CERTIFIED MAIL RETURN  
RECEIPT REQUESTED  
No. 7007 2680 0000 3949 3992

# **Exhibit “28”**

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

April 25, 2008

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Today, April 25, 2008, I received from Pite Duncan LLP, a Notice of Acceleration of Texas Non-Recourse Home Equity Loan. Wachovia Mortgage, FSB, F.K.A. World Savings Bank hired lawyers to foreclose on my property, 6 months after paying \$106,000.00 to reinstate my loan. With my failed attempts at getting documentation and clear answers, and my reinstated loan payments being repeatedly refused, I can hardly expect anything less.

The attached letters, previously sent to you, will hopefully provide a glimpse into the frustration and stress caused from your refusal to accept my reinstated loan payments and from the conflicting account statements provided with unexplained discrepancies incorporated into the payment demands. Hopefully, you will choose to read the letters; however, if not, please, at least, read the points identified below:

- The Loan Agreement is a Contract.
- I performed under the contract until you refused to accept payment as specified in the loan agreement.
- World Savings/Wachovia breached the Loan Agreement by refusing the contractually specified payments and providing inaccurate and widely varying accountings and payment demands.
- World Savings/Wachovia pursuing legal action and attempting to seize my home is causing me harm.
- I was unable to act and was forced to not perform, because World Savings/Wachovia breached the loan agreement, despite repeated requests for clear accountings with explanations and warnings of their breach, World Savings/Wachovia refused to repair the breach.

It has always been and continues to be my intent to resolve these issues with World Savings/Wachovia in a swift and amicable manner.

Sincerely,



Tina S. Alexander  
Loan Number: 0010585743

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

December 27, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Today, December 27, 2007, I received the Jan. 1, 2008 loan statement from you, World Savings/Wachovia dated 12/20/07, reflecting that I now need to pay \$23,057.85. It is apparent that World Savings/Wachovia both cannot fix their accounting errors and provide documentation as such, or you are negligent and satisfied with your own errors assisting in you stealing your client's property.

As you know and I have reminded you often, that on September 28, 2007, \$106,000.00 was wired to you to reinstate my loan agreement in full. Your employee, Mike Lara in the foreclosure department, faxed me a "REINSTATEMENT QUOTE" on September 18, 2007, after requesting it multiple times. The reinstatement quote stated, "Total required to reinstate loan in full....105,395.15". My detailed notes from conversations, faxes, and letters with Mike Lara through the reinstatement payment being made to reinstate my loan:

- On September 18, 2007, received fax of reinstatement quote from Mike Lara. After a couple of phone calls discussing the reinstatement quote with Mike Lara on the phone, I sent a confirmation letter by mail and faxed a copy to Mike Lara on September 19, 2007, reconfirming our conversations that there are no other amounts that I owed World Savings, and if \$105,440.15 is paid, my loan will be current, and in good standing. (Confirmation Letter Attached)
- On September 27, 2007, I called Mike Lara to reconfirm again, because I was nervous and wanted to make absolutely sure that all amounts owed to World Savings would be brought current when 105,440.15 was paid the next day. On the call, Mike Lara and I reviewed an escrow breakdown that I had requested to re-verify that all items are included in the reinstatement quote. We began with the first item creating a balance:
  - o 04/18/06 escrowed charges of \$5,286.33. This was included in the reinstatement amount, because \$440.53 was added to payments being brought current by reinstatement. *\*Confirmed by World Savings "Annual Escrow Disclosure Statements" from the actual escrow history dated July 2002 through April 2007 revealing a shortage of \$5,286.33.*
  - o 03/09/07 two escrow charges of 470.54 & 389.84 that totals \$860.38 and 03/13/07 an escrow charge of \$5,286.33. These to amounts total \$6,146.71, which was reflected and accounted for as

"additional charges" for \$6,227.97 being brought current by reinstatement. *\*Confirmed by 04/01/07 World Savings Loan Statement under current year to date escrow disbursements of \$860.38 and \$5,286.33.*

- o 3/30/07 two items with Description "Reversal" for \$55,568.26 and \$15,861.51 were the final items. Mike Lara said both these amounts with the description of Reversal was an error, because they did not coincide with any previous documentation in World Savings system, and these amounts were not reflected on any statements provided by World Savings. *\*Confirmed by the "Annual Escrow Disclosure Statements" provided by World Savings through 04/2007 date, which is past the 03/30/07 date of the items, and that these items were errors to be corrected. The only escrow amounts reflected a shortage of \$5,286.33 described above. Mike Lara instructed me to ignore these amounts, and that they would be corrected in the World Savings system.*
- On September 28, 2007, a wire for \$106,000.00 was sent to World Savings to reinstate my loan. I called and talked to Mike Lara and faxed wire transmittal to him. Mike Lara asked why I sent more than the required reinstatement amount. I stated that I wanted to be sure that everything was current, and figured an additional 3 days of interest charges that should be due since the reinstatement quote was calculated to be accurate until 5:00 pm on September 25, 2007, so I rounded up to \$106,000.00 to ensure everything was paid to a current status.

Currently, I have resorted to guessing in an effort to make sense of this nightmare of inconsistent statements containing unaccounted and unexplained amounts, because I have not received any answers to my multiple requests for an accurate accounting of my loan. Therefore, a possible explanation to the reinstated overpayment refund check of \$61.00 received on November 20, 2007 from World Savings, could be the difference of the \$6,227.97 included in the reinstatement payment and the actual escrow amounts of \$6,146.71 being cleared, providing an overpayment of \$81.26, which is only \$20.26 more than the \$61.00 refund check.

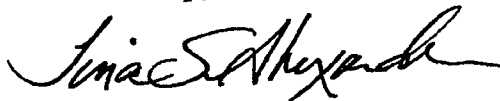
I performed under the terms of the reinstated loan agreement making the regular monthly payment of \$2,120.59 and a final escrow payment of \$440.53 for a total payment of \$2,561.12 for the month of October 2007. By paying the one-time additional \$440.53 escrow amount after my loan was reinstated, demonstrated my performance and desire for a clean new start with a 100 percent reinstated loan. I have repeatedly tried to make the correct reinstated loan payments of \$2,120.59 for November and the same for December 2007, but you, World Savings/Wachovia, would not accept my contractually required payments, as stated under the terms of my loan agreement. Your continued refusal to accept my contractually required payments has broken and breached my loan agreement, and I expect you, World Savings/Wachovia to abide by the terms of the loan agreement and repair the breach.

As of today, World Savings/Wachovia has not responded to my numerous letters requesting a reliable accounting and a cohesive explanation for the multiple and inconsistent payment demands, for unaccounted discrepancies, and the magically appearing escrow balance correction.

World Saving/Wachovia did not repair their breach of the loan agreement and has not responded to the numerous documentation requests. Therefore, as a consequence of World Savings/Wachovia breaching the loan agreement, and their apathetic response in correcting their breach, I will no longer perform under the loan agreement until such time that World Savings/Wachovia repairs their breach.

It has always been and continues to be my intent to resolve these issues with World Savings/Wachovia.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina S. Alexander". The signature is fluid and cursive, with the first name "Tina" being the most prominent part.

Tina S. Alexander  
Loan Number: 0010585743

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

September 19, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201  
Attn: Mike Lara, Foreclosure Department

Re: Reinstated Quote for Loan Number: 0010585743

Mr. Mike Lara,

Please have this letter confirm our conversation today regarding the Reinstatement Quote you faxed to me yesterday, which I received in the mail today. I called to reconfirm that there are no other amounts that I owe World Savings. If I pay this reinstatement quote amount of \$105,440.15, my loan will be current and in good standing. It is my intention to pay this amount and bring my loan current.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina S. Alexander", with a long, sweeping horizontal line extending to the left.

Tina S. Alexander  
Loan Number: 0010585743



Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

December 21, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Today, December 21, 2007, I received a letter from you, World Savings/Wachovia dated 12/17/07, providing options to pay the again different, incorrect amount of \$14,289.00 to prevent foreclosure.

One more time I will ask for a complete accounting of my loan because I do not owe \$14,289.00. I have repeatedly tried to make the correct reinstated loan payment of \$2,120.59 for Nov. and the same for Dec. 2007, but you, World Savings/Wachovia will not accept the contractually required payment. Your refusal to accept my contractually required payment has broken or breached the loan agreement. World Savings/Wachovia has not responded to my numerous letters requesting a reliable accounting and/or cohesive explanation of the multiple different payment demands and the magically appearing escrow balance that are not reflected in our original loan agreement that was reinstated.

Please provide an accurate accounting or your incorrect accounting so any discrepancies that occurred when my loan was reinstated the first of October 2007 and when World Savings was transitioning to Wachovia, can be accurately resolved according to the reinstated loan agreement. I am only asking for accurate accounting and resolution of these discrepancies and the mysterious escrow charges that magically appeared on multiple Nov. 07 loan statements. This magically appearing escrow account did not appear until after you received and processed my \$106,000 payment to reinstatement my loan. It is my belief that the majority of your accounting discrepancies are related to this magically appearing escrow. It is certainly causing my payments to be grossly inflated in your records and not in accordance with the reinstated loan agreement.

My intent is to resolve these issues with you, World Savings/Wachovia, because I would certainly NOT have paid \$106,000.00 2 months ago to reinstate my loan, only to be in foreclosure again, due to incorrect accounting or a messy Wachovia transition, along with World Savings/Wachovia's refusal to accept the correct loan payment according to the reinstated loan agreement.

Please provide me with the documentation requested above so that some resolution can occur amicably.

Sincerely,



Tina S. Alexander  
Loan Number: 0010585743

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

December 11, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Today, December 11, 2007, I received via certified mail from World Savings/Wachovia dated 12/4/07, "Notice of Intent to Foreclose". There are not words to describe my level of frustration and I will do my best to remain courteous; however, it will be difficult. I just finished a call with another customer service person at World Savings/Wachovia trying to get answers, and it is a waste of time calling. I am always told the same thing. We will look into it and pay the most current statement. I am sick and tired of hearing that because you, World Savings/Wachovia, never do anything and I have to assume incompetence runs wildly through your organization.

This most current letter from World Savings/Wachovia or Notice of Intent to Foreclose says my loan is in default and due for the Nov. 1, 2007 payment and all subsequent payments and late charges. This notice says the total amount due is \$14,182.97 which includes \$106.03 in late charges. However, on 11/28/07, I received a letter from you dated 11/21/07 saying I owe \$5,414.12 of which \$2,853.00 is late charges. I have tried to make the CORRECT November reinstated loan payment of \$2,120.59, which World Savings/Wachovia refused to accept. On November 28, 2007, I sent you a letter requesting accounting and my loan issues to be resolved. Rather than respond to my numerous letters, except for sending me a refund on Nov. 20, 2007 for a \$61.00 over payment, World Savings proceeds with a "Notice of Intent to Foreclose" reflecting an amount that is blatantly incorrect 2 weeks later.

I am beginning to think that World Savings/Wachovia took my \$106,000 on 9-28-07, with the intent to create a paperwork nightmare and take my property, even though my loan was reinstated and current the first of October 2007. I would like to give World Savings/Wachovia the benefit of doubt, however, their behavior including NOT providing an accurate accounting of my loan, the multiple incorrect statements demanding different amounts of money, the \$80,219.63 escrow account balance, which magically appeared for the first time on the multiple Nov. 1, 2007 payment statements, and the refusal to accept my accurate, reinstated loan payment of \$2,120.59 for November 2007, gives me more than enough reason to

forego any benefit of doubt. It is evident that World Savings/Wachovia either had a horrible transition and they do not have their act together or they are participating in unreasonable and unjust behavior.

Regardless, World Savings/Wachovia's refusal to accept my correct reinstated loan payment of \$2,120.59 for November 2007 and December 2007 is in breach of the loan agreement, which I have notified them of such in the multiple letters I have written them the past 6 weeks. Given World Savings/Wachovia's breach of the loan agreement, I question World Savings/Wachovia's right to foreclose on my property.

Please provide an accurate accounting of my loan reinstatement and fix the errors in your system so these matters can be resolved.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina S. Alexander", with a long horizontal flourish extending to the right.

Tina S. Alexander

Loan Number: 0010585743

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

November 28, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Today, November 28, 2007, I received a letter from World Savings dated 11/21/07 saying you did not receive my November 01, 2007 loan payment. I just sent a letter to World Savings yesterday detailing the events of World Savings refusal to take my November payment, as per my original loan agreement, and requested a complete accounting of my loan, along with the documentation errors corrected immediately to reflect the reinstated terms of my original loan agreement, and the acceptance of the contractually specified loan payment for November in the amount of \$2,120.59.

Today, World Savings letter says that I need to pay \$5,414.12 for my November 2007 loan payment. This yet again, brings to light the blatant discrepancies in the World Savings/Wachovia accounting requesting a third different amount to be paid for November 2007.

- On 10/16/07, I received a loan statement dated 10/06/07 reflecting the Nov. 07 payment being \$8,789.09
- On 10/29/07, I received a loan statement dated 10/18/07 reflecting the Nov. 07 payment to be either \$8,789.09 or 11,248.67
- Now on 11/28/07, I receive a letter dated 11/21/07 saying that my Nov. 07 payment was not received and I should pay \$5,414.12. How can that even be possible? On the Dec. 1, 2007 loan statement shows a past due payment being \$2,561.12 and late charges and fees being \$2,853.00 for a total of \$5,414.12, which I had to figure out because the previous 2 loan statements for Nov. 07 sent by you did not have either of these amounts on them. Also, how can late charges and fees be greater than the payment amount? Anytime in the previous 9 years, late charges have always been \$106.03, but now you magically increase them to \$2,853.00, like you magically made an \$80,219.63 escrow appear.

It is apparent that World Savings/Wachovia is having accounting issues reinstating my loan after accepting \$106,000 dollars. I am once again requesting a complete and accurate accounting of my loan. I have attempted to make my Nov. 07 payment in the correct amount of \$2,120.59 and you have refused to accept my payment. You are in breach of our loan agreement and must immediately rectify your accounting issues. If you need my assistance, I will help you with

your accounting in regard to my loan agreement. This must be fixed immediately.

I would greatly appreciate these questions being answered immediately, the documentation corrected to reflect the reinstated terms of my loan agreement, and the acceptance of the contractually specified loan payment for November in the amount of \$2,120.59."

Sincerely,

A handwritten signature in black ink, appearing to read "Tina S. Alexander", with a long horizontal flourish extending to the right.

Tina S. Alexander

Loan Number: 0010585743

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

November 27, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Today, November 27, 2007, I received a loan statement dated 11/20/07 for the December 1, 2007 payment for \$14,182.97. Over-the-top would be an understatement for the amount of frustration that I am feeling regarding World Savings/Wachovia's handling of my loan reinstatement, along with the blatant disregard for accurate accounting and documentation. This is my third letter since my loan was reinstated and brought current the first of October 2007, via a \$106,000 payment. I have requested numerous times both in writing and over the phone for a complete and accurate accounting of my loan. I have repeatedly been told that it is being looked into, but nothing occurs. You have refused to accept my November 2007 payment for the amount of \$2,120.59 and now have refused to accept my December 2007 payment of \$2,120.59. As a result of your refusal to accept my payments, you are in breach of our loan agreement and must immediately rectify your accounting issues.

On November 20, 2007, I received a refund check of \$61.00 from World Savings/Wachovia for the overpayment of my loan reinstatement amount. I paid \$106,000 rather than \$105,440.15, because I figured there would be a few more days' interest charged and I wanted to make sure that everything was paid and current. My letter dated Oct. 29, 2007, pointed out that I overpaid and you subsequently sent me this refund for \$61.00, so obviously you have been receiving my letters and have responded to the overpayment, but not to the accounting, the payment demand errors, and the magically appearing escrow numbers. It is unreasonable to expect anyone to pay amounts demanded without accurate accounting or explanations as to the discrepancies. Also, if these unreasonable amounts were actually correct and owed, then why would you send me a refund?

I have repeatedly attempted to make the Nov. 2007 loan payment for \$2,120.59 according to my original loan contract, and World Savings/Wachovia would not accept the payment. Instead, I was told that I had to pay \$8,789.09. World Savings/Wachovia was repeatedly told about their inconsistent statement since my loan was brought current. Again, I was told about the World Savings/Wachovia transition, and they would have to look into it. The only amount they would accept was \$8,789.09. I knew my Nov. 2007 loan payment should

be \$2,120.59, as my original loan contract provided, because the October loan payment was \$2,561.12, which included the final \$440.53 escrow amount from the reinstatement. I also reminded World Savings/Wachovia that I was waiting on answers regarding the appearance of an escrow balance. I informed them that it was imperative this be resolved because their documentation error was increasing my payments beginning December 1, 2007 by \$6,648.26 to a total payment of \$8,768.85, which would be a problem for me to pay.

I would greatly appreciate these questions being answered immediately, the documentation corrected to reflect the reinstated terms of my loan agreement, and the acceptance of the contractually specified loan payment for November in the amount of \$2,120.59.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tina S. Alexander', with a long, sweeping horizontal line extending to the right.

Tina S. Alexander  
Loan Number: 0010585743

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

October 29, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

On October 18, 2007, I received from World Savings a Loan History Statement, which reflected the payment of \$106,000.00 from the Loan Reinstatement. The loan history statement is not very clear and has numerous "misc application pay" amounts being deducted. Also, at the beginning of the statement are 2 line items dated 3/30 and titled "Reversal". One is for -55,568.26 and the other is for -15,861.51. This statement is showing a -80,660.16 at the bottom of the Escrow column. This makes absolutely no sense at all. I am wondering if this -55,568.26 and -15,861.51 = -71,429.77 has anything to do with the Annual Escrow Account Disclosure Statement I received on Oct. 15, 2007, increasing my payment in December 2007, for which World Savings told me was an error and would be corrected.

I have called World Savings several times and no one can explain these items and the general consensus is that it is an error from the Wachovia transition and will be corrected. Please provide me with some documentation as to what these amounts are.

Today, Oct. 29, 2007, I received a loan statement from World Savings dated Oct. 18, 2007 providing 2 payment options for the November 1, 2007 payment. Option 1 says to pay \$8,789.09 or Option 2 says to pay \$11,248.67 a 15 year plan. In the Transaction Activity section of the statement reflects an escrow balance of -80,219.63, for the first time ever. What is going on here? I have called World Savings every week this month with questions about documentation that I am being sent and am repeatedly told it is in error. Now an escrow amount of \$-80,219.63 is magically showing up on my statements, when is the corrections going to happen. I am a single Mom with Lupus and stress aggravates my medical condition. I need this resolved ASAP, because less than a month ago, I paid World Savings \$106,000.00 to reinstate my loan to current. The \$106,000.00 is actually more than World Savings said I had to pay. Less than a week after I reinstated the loan and paid \$106,000, there are all these errors in documentation and no one seems to be able to provide one accurate, truthful answer. I still am not sure what to pay in November for the monthly payment. You have told me one amount, however, paperwork sent by World Savings with unexplained numbers says something entirely different.



I would greatly appreciate these questions being answered immediately and the documentation corrected to reflect the reinstated terms of my loan agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Tina S. Alexander", with a long horizontal flourish extending to the right.

Tina S. Alexander  
Loan Number: 0010585743

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

October 20, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

Over the past couple of weeks, I have received multiple conflicting account statements and payment demands on my reinstated loan. Each time I immediately called the phone number on each statement to inquire about the inconsistencies and was told to ignore the statements that my reinstated payment of \$106,000 paid on September 28, 2007, was still being processed or applied. Despite the assurances from your office, I am still a bit concerned, since I have not seen any statement or document to date reflecting the terms of my reinstated loan with a payment of \$2,120.59 and no escrow.

On October 16, 2007, I sent a letter regarding the conflicting documents sent to me over the past 22 days after paying \$106,000 to reinstate my loan, and the detailed responses of each representative to my questions. Also, I requested a complete and accurate accounting of my loan.

Even though your office has repeatedly told me that my loan payment due on November 1, 2007 will be my reinstated loan payment of \$2,120.59. I would like to see documentation to reflect the terms of my reinstated loan agreement, because the multiple conflicting accounting and demands for payment are in violation of that loan agreement.

Sincerely,

A handwritten signature in cursive script that reads "Tina S. Alexander". The signature is written in dark ink and is positioned below the word "Sincerely,".

Tina S. Alexander  
Loan Number: 0010585743

Tina S. Alexander  
12318 Mossycup Dr.  
Houston, TX 77024

October 16, 2007

World Savings  
4101 Wiseman Boulevard  
San Antonio, TX 78251-4201

Re: Reinstated Loan Number: 0010585743

To Whom It May Concern:

On September 28, 2007, I made a payment of \$106,000.00 to completely reinstate my loan with World Savings prior to the property being foreclosed. I had several conversations with Mr. Mike Lara prior to making the payment, to ensure that this \$106,000.00 was the total required to completely resolve all issues with my loan. He assured me that the reinstatement quote dated September 13, 2007, for \$105,440.15 was the total amount due to resolve all issues and reinstate my loan in full.

On October 8, 2007, I received a letter from World Savings dated October 3, 2007, informing me that they received and processed the funds to reinstate my loan. Also, the October 1, 2007 monthly payment was due for \$2,561.12, of which, I was provided with a statement reflecting that amount.

On October 12, 2007, I called World Savings and made the October 2007 payment in the amount of \$2,561.12 as the statement reflected was due, and received a confirmation letter from World Savings for that payment. I was told that my payment would return to the loan agreement amount of \$2,120.59, next month, because the escrow year to date disbursements of \$5,286.33 and 860.38 reflected on my statements would be paid in full from the \$105,440.15 reinstatement payment made on September 28, 2007.

On October 15, 2007, I received an Annual Escrow Account Disclosure Statement from World Savings, stating that my monthly loan payment would go from \$2,561.12 per month to \$8,768.85 per month beginning December 1, 2007. The escrow payment previously paid of \$440.53, which was supposedly cleared with the reinstatement payment, increased to \$6,648.26 per month. This statement reflects that I have an escrow shortage of \$79,779.10. I immediately called World Savings and was told that this escrow disclosure statement is incorrect. This balance had never been reflected on any previous statements and World Savings was in the process of transitioning to Wachovia and some funds were most likely applied incorrectly.

Then on October 16, 2007, I received a loan statement dated October 6, 2007 from World Savings for the November 1, 2007 payment, reflecting a payment due for \$11,350.21. This statement reflected an \$8,789.09 past due amount, which included the October 1 payment plus

\$6,227.97 in fees due. I immediately called World Savings again to inquire about this statement because I had paid the Oct.1 payment and received confirmation from World Savings. In addition, I wanted to know what the \$6,227.97 in fees were because that amount was included in the loan reinstatement detail and I was told that it was clearing the escrow disbursements of \$6,147.71 recorded on my monthly loan statements, which would then reset my loan agreement to the original payment of \$2,120.59. I was told to ignore the statement, because World Savings was still applying all the funds from the reinstatement, and that I would be receiving an accounting of the applied funds from the reinstatement, which would clear up all of these issues.

Please provide me with a complete and accurate accounting of my loan number 0010585743 and an explanation of all discrepancies outlined above.

Sincerely,

A handwritten signature in cursive script that reads "Tina S. Alexander". The signature is written in black ink and is positioned below the word "Sincerely,".

Tina S. Alexander  
Loan Number: 0010585743

# **Exhibit “29”**

Cause No. 2008-30835

In re: Order for Foreclosure Concerning	§	IN THE DISTRICT COURT
TINA S. ALEXANDER	§	
	§	
and	§	OF HARRIS COUNTY, TEXAS
	§	
12318 MOSSYCUP, HOUSTON	§	
HOUSTON, TX 77024	§	164TH JUDICIAL DISTRICT
	§	

NOTICE TO: TINA S. ALEXANDER  
12318 Mossycup, Houston  
Houston, TX 77024

An Application has been filed by WACHOVIA MORTGAGE, FSB, F.K.A. WORLD SAVINGS BANK, its successors and/or assigns, as Applicant, on May 19, 2008, in a proceeding described as follows:

Cause No. 2008-30835; In re: Order for Foreclosure Concerning TINA S. ALEXANDER (collectively, "Respondent") and 12318 Mossycup, Houston, TX 77024 ("Subject Property").

The attached application alleges that you, the Respondent, are in default under a security instrument creating a lien on your homestead under Tex. Const. art. XVI, § 50(a)(6). This application is now pending in this court.

Applicant seeks a court order, as required by Tex. Const. art. XVI, § 50(a)(6)(D), to allow it to sell at public auction the Subject Property as more fully described in the attached application under the security instrument and Tex. Prop. Code § 51.002.

You may employ an attorney. If you or your attorney do not file a written response with the Clerk of the Court at 201 Caroline, Houston, TX 77002 on or before 10:00 a.m. on Monday, July 14, 2008, calculated as the Monday next after 38 days from date this Notice is sent, an order authorizing a foreclosure sale may be signed. If the Court grants the application, the foreclosure sale will be conducted under the security instrument and Tex Prop. Code § 51.002.

You may file a response setting out as many matters, whether of law or fact, as you consider may be necessary and pertinent to contest the application. If a response is filed, the Court will hold a hearing at the request of the Applicant or Respondent.

**In your response to this Application, you must provide your mailing address.** In addition, you must send a copy of your response to Daniel R. Gamez, Pite Duncan, LLP, 525 East

Main Street, El Cajon, CA 92020.

**THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR  
SOLELY FROM CERTAIN REAL PROPERTY AND NOT FROM YOU PERSONALLY,  
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

ISSUED

By: 

Daniel R. Gamez

State Bar No. 24034451

Pite Duncan, LLP

525 East Main Street

El Cajon, CA 92020

(619) 590-1300 telephone

(619) 590-1385 telecopier

Dgamez@piteduncan.com

Attorney for Applicant

WACHOVIA MORTGAGE, FSB,

F.K.A. WORLD SAVINGS BANK, its

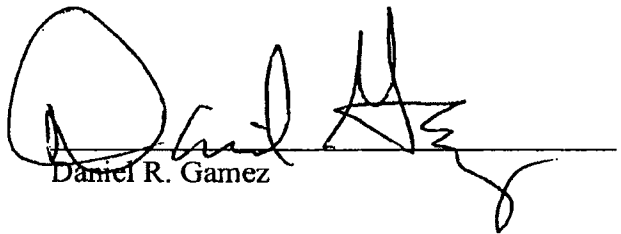
successors and/or assigns

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of this Notice with a copy of the Application was sent via certified and regular mail to the defendants listed below on the 5<sup>th</sup> day of June, 2008.

Tina S. Alexander  
12318 Mossycup  
Houston, TX 77024

C/M R.R.R 7008 0150 0000 5139 9752  
AND REGULAR U.S. MAIL

  
Daniel R. Gamez

Cause No. \_\_\_\_\_

In re: Order for Foreclosure Concerning

TINA S. ALEXANDER

and

12318 MOSSYCUP, HOUSTON  
HOUSTON, TX 77024

§  
§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

\_\_\_\_\_ JUDICIAL DISTRICT

2008 MAY 19 AM 8:11  
HARRIS COUNTY CLERK  
DISTRICT CLERK  
TINA S. ALEXANDER  
12318 MOSSYCUP  
HOUSTON, TX 77024  
FOR FILING

**APPLICATION FOR EXPEDITED FORECLOSURE PROCEEDING  
PURSUANT TO RULE 736 OF THE TEXAS RULES OF CIVIL PROCEDURE**

To the Honorable Judge of Said Court:

Comes now, WACHOVIA MORTGAGE, FSB, F.K.A. WORLD SAVINGS BANK, its successors and/or assigns ("Applicant"), and files this, its verified Application for Expedited Foreclosure Proceeding Pursuant to Rule 736 of the Texas Rules of Civil Procedure. In support of this Application, Applicant would show as follows:

1. TINA S. ALEXANDER ("Respondent") is the party who, according to the records of Applicant, the holder of the debt, is obligated to pay the debt secured by the property (as hereinafter defined).

2. The property which is the subject of this Application is described as follows:

LOT FOURTEEN (14), IN BLOCK THIRTEEN (13) OF FROSTWOOD, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 77, PAGE 52 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

which has a mailing address of 12318 Mossycup, Houston, TX 77024 ("Subject Property").

3. The Subject Property is encumbered by a Texas Home Equity Security Instrument ("Security Instrument") dated September 15, 1998, to Gary Bradley, as Trustee, recorded under



County Clerk File No. T280637 in the Official Real Property Records of Harris County, Texas, and was re-recorded on January 25, 2006 as Instrument No. Z049229, which secures the payment of that certain Texas Home Equity Note ("Note") dated September 15, 1998, in the original principal sum of \$296,000.00, executed by Tina S. Alexander, an unmarried woman, bearing interest and being payable as therein set out to the order of WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK. True and correct copies of the Note and Security Instrument are attached hereto as **Exhibits A and B**, respectively, and are incorporated herein by reference.

4. In further support of this Application, Applicant's representative swears by the sworn Verification attached as **Exhibit C** to this Application that upon the representative's information and belief, which is based upon the review of Applicant's business records, would show the following facts as would be admissible in evidence:

a. A balance still exists on this debt. The outstanding principal balance owing is \$263,057.18. Additionally, late charges and interest have been accruing on the debt because of the default by Respondent.

b. The debt on which this Application is based is secured by a lien created under Tex. Const. art. XVI, § 50(a)(6) which encumbers the Subject Property.

c. A default has occurred in the payment of the above-referenced debt and said default still exists. A default exists under the Deed of Trust in that Respondent failed to pay the monthly payment which became due on October 1, 2007, and every monthly installment that has become due since that date.

d. Applicant and/or its attorney has provided the requisite notice of default/notice of intent to accelerate and notice of acceleration to Respondent. Said notices were given by letters

and mailed to Respondent at the last known mailing address of Respondent as reflected in the records of Applicant. The notice of default/right to cure/notice of intent to accelerate and notice of acceleration were given in accordance with Texas Property Code § 51.002, the Deed of Trust and applicable Texas law.

WHEREFORE, PREMISES CONSIDERED, Applicant WACHOVIA MORTGAGE, FSB, F.K.A. WORLD SAVINGS BANK, its successors and/or assigns, prays that upon final hearing, the Court enter an order allowing Applicant to proceed with foreclosure and sell the Subject Property described herein in accordance with Texas Property Code § 51.002, and for all such other and further relief as may be justly entitled.

Respectfully submitted,

By: 

Daniel R. Gamez

State Bar No. 24034451

Pite Duncan, LLP

525 East Main Street

El Cajon, CA 92020

(619) 590-1300 telephone

(619) 590-1385 telecopier

Dgamez@piteduncan.com

Attorney for Applicant

WACHOVIA MORTGAGE, FSB,

F.K.A. WORLD SAVINGS BANK, its  
successors and/or assigns

# **EXHIBIT A**

## NOTE

### TEXAS EQUITY FIXED RATE - FIRST LIEN

Loan Amount: \$296,000.00

Loan Number: 0010585743

Property Address:  
12318 MOSSYCUP  
HOUSTON, TX 77024

Date: SEPTEMBER 15, 1998

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$296,000.00, (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK.

ITS SUCCESSORS AND/OR ASSIGNEES. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

#### 3. PAYMENTS

##### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on NOVEMBER 01, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 01, 2028, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 1901 HARRISON STREET, OAKLAND, CALIFORNIA 94612\* \* \* \* \* or at a different place if required by the Note Holder.

##### (B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$2,120.59.

#### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES AND LEGAL LIMITS

If a law, which applies to this loan and which sets maximum loan charges (including, without limitation, Section 50(a)(6)(E), Article XVI of the Texas Constitution), is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. My acceptance of any such refund will constitute a waiver of any right of action I might have arising out of such overcharge.



\* 0 0 1 \*

LENDER'S USE ONLY

It is the express intention of the Note Holder and me to structure the extension of credit evidenced by this Note to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Note, the Security Instrument, or any other related loan document transcends the limit of validity prescribed by applicable law, then any such promise, payment, obligation, or provision shall be reduced to the limit of such validity, or eliminated if necessary for compliance with such law, and such document(s) shall be reformed automatically without the necessity of the execution of any new amendment or new document.

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

##### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my overdue payment of principal and interest I will pay this late charge promptly but only once on each late payment.

##### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

##### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

##### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

##### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees. I understand that these expenses are not contemplated to be incurred in connection with maintaining or servicing the extension of credit evidenced by this Note.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address. However, if the purpose of the notice is to notify the Note Holder of failure by the Note Holder to comply with the Note Holder's obligations under, or noncompliance with, any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then notice by certified mail is required.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

This Note and the lien securing same are authorized by the Texas Constitution, Article XVI, Section 50(a)(6). This Note is given without personal liability against each owner of the Property and the spouse of each owner, unless the owner or spouse obtained this extension of credit by actual fraud. If this extension of credit is obtained by actual fraud of any owner or the spouse of any owner, the Note Holder may enforce its rights under this Note against each person who signs this Note and each person who signs this Note is fully and personally liable for all of the promises made in this Note, including the promise to pay the full amount owed. Any person who takes over these obligations is also obligated to keep all of the promises made in this Note.

If this extension of credit is not obtained by actual fraud, the Note Holder may enforce its rights under this Note and the Security Instrument only against the Property and Note Holder shall not seek or obtain a judgment for any deficiency in relation to the amounts owed under this Note against any person who signs this Note who is the owner of the Property or a spouse of an owner of the Property.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive notice of intention to accelerate, except as provided in Section 6(C) above, and the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. SECURED NOTE - ACCELERATION

In addition to the protections given to the Note Holder under this Note, a "Security Instrument," dated the same date as this Note protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

##### AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

**Acceleration of Payment of Sums Secured.** Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

**The Loan is Not Assumable.** The extension of credit evidenced by the Note may not be assumed by another Person.

#### 11. CLERICAL ERRORS

In the event the Note Holder at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from the Note Holder, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold the Note Holder responsible for any damage to me which may result from any such error.

#### 12. LOST, STOLEN OR MUTILATED DOCUMENTS


If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Note Holder delivers to me an indemnification in my favor, signed by the Note Holder, then I will sign and deliver to the Note Holder a Loan Document identical in form and content which will have the effect of the original for all purpose.

13. NO ORAL AGREEMENTS

THIS NOTE, THE SECURITY INSTRUMENT AND OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED .

BORROWER(S):

  
TINA S. ALEXANDER (Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Mailing Address: 12318 MOSSYCUP  
HOUSTON, TX 77024

# **EXHIBIT B**



RECORDING REQUESTED BY:  
WORLD SAVINGS BANK

WHEN RECORDED MAIL TO:  
WORLD SAVINGS  
CENTRAL PROCESSING CENTER  
CLOSING DEPARTMENT  
P.O. BOX 98648  
SAN ANTONIO, TX 78265-0648

LOAN NUMBER: 0010685748

95119547  
47/WILLIAMS  
STEWART TITLE COMPANY

521-21-C326

01/12/15 HARRIS COUNTY 47.00

2049229

96.00

# TEXAS SECURITY DEED OF TRUST

THIS IS A FIRST DEED OF TRUST WHICH SECURES A NOTE.

THE EXTENSION OF CREDIT SECURED BY THE LIEN OF THIS DEED OF TRUST IS  
THE TYPE OF CREDIT DEFINED BY SECTION 66.001, ARTICLE XVI OF THE TEXAS  
CONSTITUTION.

1. DEFINITIONS OF WORDS USED IN THIS DEED OF TRUST  
(A) Security instrument. This Deed of Trust, which is dated SEPTEMBER 18, 1998,  
will be called the "Security instrument."

(B) Borrower. TINA S. ALEXANDER, AN UNMARRIED WOMAN

(C) Lender. WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK, ITS SUCCESSORS AND/OR  
ASSIGNEES, will be called "Lender." Lender is a FEDERAL SAVINGS BANK,  
which is organized and exists under the laws of the United States. Lender's  
address is 1801 HARRISON STREET, OAKLAND, CALIFORNIA 94612.

(D) Note. The note signed by Borrower and having the same date as this Security  
instrument will be called the "Note." The Note shows that I owe Lender the original principal  
amount of U.S. \$288,000.00, plus accrued interest and such other amounts as  
stated in the Note. I have promised to pay this debt in monthly payments and to pay the debt  
in full by OCTOBER 01, 2028.

(E) Property. The property that is described below in Section 3 entitled "Description  
of the Property" will be called the "Property."

(F) Items Secured. The amounts described below in Section 4 entitled "Borrower's  
Transfer of Rights in the Property" sometimes will be called the "Items Secured."

(G) Person. Any person, organization, governmental authority or other party will be  
called "Person."

(H) Trustor, Beneficiary. Trustor, Borrower is the "Trustor." Lender is the "Beneficiary"  
and Cory Bradley, 4101 Wynnwood Boulevard, San Antonio, Texas 78241, is the "Trustee."

Form 111.001-01 (08/08)  
FEDERAL RESERVE

Page 1  
DEED OF TRUST-TX SECURITY

1X



ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY:

ATTEST: JAN 19 2006  
BEVERLY B. CROOKMAN, County Clerk  
Harris County, Texas

Deputy  
CUCT, LIEN

FILED  
JAN 25 PM 12:59  
HARRIS COUNTY, TEXAS

88-9-15-98

FILED 1-25-2006

521-21-6329  
0010555748

## II. BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY

I irrevocably give and convey the Property to the Trustee, in trust for Lender, with a power of sale limited as provided in Paragraph 34 below, subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender and Trustee those rights that are stated in the Security Instrument and also those rights that the law gives to lenders who are beneficiaries of a deed of trust and to trustees of a deed of trust. I am giving Lender and Trustee those rights to protect Lender from possible losses that might result if I fail to:

(i) pay all amounts owed to Lender under the Note, including any charges to the Note made with the written consent of Lender;

(ii) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property; and

(iii) keep all of my other promises and agreements under this Security Instrument, the Note and any charges to the Note made with the written consent of Lender.

## III. DESCRIPTION OF THE PROPERTY

I give Trustee rights in the Property described below:

(i) The property which is located at 12818 MOSEYCLUP, HOUSTON, TX 77024. The legal description of this property is attached as Exhibit "A" which is made a part of this Security Instrument. This property is called the "Described Property."

(ii) All buildings and other improvements that are located on the Described Property;

(iii) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Described Property;

(iv) All rents or royalties and other income from the Described Property;

(v) All mineral, oil and gas rights and profits, water rights and creek that are part of the Described Property;

(vi) All rights that I have in the land which lies in the streets or roads in front of, behind or next to the Described Property;

(vii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (i) of this Section;

(viii) All of the rights and property described in subsections (i) through (vi) of this Section that I acquire in the future;

(ix) All replacements of or additions to the property described in subsections (i) through (viii) of this Section;

(x) All casualty and condemnation proceeds relating to the Described Property; and

(xi) All of the amounts that I pay to Lender under Paragraph 2 below.

## IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (i) I lawfully own the Property; (ii) I have the right to give and convey the Property to Trustee; and (iii) there are no outstanding claims, charges, liens or encumbrances against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself and the Trustee has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

0010555748-001

COPY OF TRUST/DEED  
Page 5

15

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

JAN 19 2006

ATTEST:

BEVERLY B. KUSHMAN, County Clerk  
Harris County, Texas

*[Signature]*  
COUNTY CLERK

Deputy

## COVENANTS

I promise and I agree with Lender as follows:

## 1. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, all principal and interest due under the Note and any late charges due under the Note.

## 2. PAYMENTS FOR TAXES AND INSURANCE

## (A) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums if any.

## (B) Escrow Account

Subject to applicable law, no escrow shall be required except upon written demand by Lender, in which case, I shall pay to Lender on the day payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes, penalties and assessments, which may attach priority over the Security Instrument to a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for an escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity including Lender, if Lender is such an institution or is any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge me for holding and applying the Funds, merely analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and/or applicable law permits Lender to make such a charge. However, Lender may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay me any interest or savings on the Funds. Lender shall give to me, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to me for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify me in writing, and, in such case, I shall pay to Lender the amount necessary to make up the deficiency or shortage. I shall make up the deficiency or shortage in accordance with the requirements of the Lender, at its sole discretion, in the manner and time prescribed by RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to me any Funds held by Lender. If, under Paragraph 24, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

0010688740

FORM OF TRUST-EE DEED

Page 2

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
BEVERLY A. COLEMAN, County Clerk  
Harris County, Texas

**GUO T. LIEN**  
Deputy

0010548748

**3. APPLICATION OF BORROWER'S PAYMENTS**

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

- First, to pay any advances due to Lender under this Security Instrument;  
 Second, to pay the amounts due to Lender under Paragraph 2 above;  
 Third, to pay interest due under the Note;  
 Fourth, to pay principal due under the Note;  
 Last, to pay late charges due under the Note.

**4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSIGNMENTS AND CLAIMS**

I will pay all taxes, assessments and any other charge and fees that may be imposed on the Property and that may be superior to this Security Instrument.

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rent if any due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand or charge that is made against the Property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gives rise to the superior lien and Lender agrees in writing the way in which I agree to pay that obligation; or (B) in good faith, I agree or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE**

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "standard coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amount and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a Standard Mortgage Clause to protect Lender. The terms of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Note and which are not specifically required by Lender, I will name Lender as loss payee of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or loss of impairment of security, as follows: (A) to the extent allowed by applicable law, to the Surety Secured in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds. Lender may use the Proceeds to repair or restore the Property or to pay the Surety Secured. The 30-day period will begin when the notice is given.

FORM 112(2/07)-01-000

FORM OF TRUST-15 TRUST  
Page 4

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST: **JAN 9 2006**  
 BEVERLY B. KAUFMAN, County Clerk  
 Harris County, Texas

*Chad T. Uem*  
 CHAD T. UEM Deputy

Law Data P.V. L5

FILED 1-9-06

Harris County, Texas

0010880748

If any Proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

If Lender acquires the Property under Paragraph 34 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the sums Secured immediately before the Property is acquired by Lender or sold.

If I am required by Lender to pay premiums for mortgage insurance, I will pay the premiums and the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

**6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS**

I will keep the Property in good repair. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal hazardous materials or hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim. If I do not own but am a tenant on the property, I will fulfill my obligations under my lease. I also agree that if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

**7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY**

8. (A) I do not keep my promises and agreements made in this Security Instrument, or 89 someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property such as a legal proceeding in bankruptcy, to protect, for condemnation or to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property. Lender's powers may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7 will not release me from my obligations under the Security Instrument.

I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest at the interest rate in effect under the Note. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Interest on each amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

**8. LENDER'S RIGHT TO INSPECT THE PROPERTY**

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

**9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY**

If all of the Property is taken by condemnation, eminent domain or other governmental taking, the proceeds from all awards or claims of damages or from a sale of all or any part of the Property to avoid such governmental taking will be used to reduce the sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the sums Secured. The 30-day period will begin when the notice is given.

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DEED OF TRUST - SECURITY  
Page 5

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*[Signature]*  
GUY T. LIEN

Deputy

001068749

2017-05-33

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

# 10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

## (A) Borrower's Obligations

Lender may allow a Person who takes over my rights and obligations subject to the Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Note or under the Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Note and under the Security Instrument.

Lender may allow these delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Note or under the Security Instrument, even if Lender is requested to do so.

## (B) Lender's Rights

Even if Lender does not exercise or enforce any of its rights under the Security Instrument or under the Note, Lender will still have all of these rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes or pays other claims, charges or fees against the Property, Lender will have the right under Paragraph 34 below to demand that I make immediate payment in full of the amount that I owe to Lender under the Note and under the Security Instrument.

# 11. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any Person who takes over my rights or obligations under the Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in the Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under the Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in the Security Instrument.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in the Security Instrument. Lender may enforce Lender's rights under the Security Instrument against each of us individually or against all of us together.

# 12. MAXIMUM LOAN CHARGES

If the loan secured by this Security Instrument is subject to a law including, without limitation, Article XVI, Section 50A.002 of the Texas Constitution which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. Borrower's acceptance of any such refund will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

# 13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Note or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all sums secured by the Security Instrument.

# 14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at 12318 MOBYCUP, HOUSTON, TX 77024.

A notice will be given to me at an alternative address if I give Lender a notice of my alternative address. I may designate only one mailing address at a time for notification purposes. Any notice that must be given to Lender under this Security Instrument will be given by mailing it by first class mail to Lender's address stated in Section 1 (C) above entitled, "Definitions of Words Used in this Deed of Trust," unless Lender gives me notice of a different address. However, if the purpose of this notice is to notify Lender of failure by Lender to comply with Lender's obligations under, or noncompliance with, any provisions of the Texas Constitution applicable to enforcement of credit as defined by Section 50A.002, Article XVI of the Texas Constitution, then notice by certified mail is required. Any notice required by the Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

SIGNED AND DELIVERED FOR JUNE

SIGN OF TRUSTEE-AS SECURITY

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ANY PROVISIONS HEREIN WHICH RESTRICT THIS SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAWS.

A CERTIFIED COPY

ATTEST:   
BEVERLY B. KAUFFMAN, County Clerk  
Harris County, Texas

Deputy

DUO T. LIEN

0010584743

52-21-038

**15. GOVERNING LAW; SEVERABILITY**

This Security Instrument and the Note shall be governed by and construed under federal law and federal rules and regulations including those for federally chartered savings institutions, called "Federal Law," in the event that any of the terms or provisions of this Security Instrument or the Note are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Note.

**16. BORROWER'S COPY**

I acknowledge the receipt of one confirmed copy of the Note and of this Security Instrument.

**17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY**

If the Property is no longer my homestead, and if Lender requires immediate payment in full or I abandon the Property, then Lender, Persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenant; (B) enter upon and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change rental agreements and leases. If Lender notifies the tenant that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tenant may make those rental payments to Lender without having to ask if Lender whether I have failed to keep my promises and agreements under this Security Instrument, or (B) ask for my permission to do so.

If Lender asks to have the Property sold after a breach of duty as defined in Paragraph 34, I understand and agree that: (A) my right to occupy the Property ceases at the time the Property is sold; (B) I shall have no right to occupy the Property after such sale without the written consent of the new owner of the Property; and (C) my wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Sum Secured. The costs of managing the Property may include the receiver's fees, reasonable attorney's fees and the costs of any necessary binds.

**18. INJURY TO PROPERTY; LENDER'S RIGHTS**

I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property which occurs or will arise before or after the date of this Security Instrument. These rights to bring legal action may include an action for breach of contract, fraud, concealment of a material fact or for intentional or negligent acts. Upon the request of Lender, I will assign these rights, as permitted by applicable law, to Lender. Lender may, at its option, enforce these rights in its own name and may apply any proceeds for injury or damage to the Property or to any amount that I may owe to Lender under the Note and this Security Instrument after deducting any expenses, including attorney's fees, incurred in enforcing these rights.

**19. CLERICAL ERRORS**

If at any time Lender or any time discovers that this Security Instrument, the Note or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to reexecute any Loan Documents that are necessary to correct any such errors and I also agree that I will not hold Lender responsible for any damage to me which may result from any such error.

**20. LOST, STOLEN OR DAMAGED DOCUMENTS**

If any of the Loan Documents are lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my favor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the original for all purposes.

HARRIS COUNTY, TEXAS

DEED OF TRUST - SECURITY  
Page 7

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THIS DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
DEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*CUG-T. LIEN*  
CUG-T. LIEN

Deputy

Title Date etc. 15

FD117491

HA 2044223007

0010349748

21-21-0338

**21. WAIVER OF STATUTE OF LIMITATIONS**

I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or the Note.

**22. CAPTIONS**

The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument.

**23. MODIFICATION**

This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

**24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS**

If the Property is a unit in a condominium, cooperative or planned unit development, each of which shall be called the "Project" and I have an interest in the common elements of the Project, then Lender and I agree that:

(a) If an owner's association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.

(b) The following are called the "Constituent Documents": (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of Incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's covenants, conditions and restrictions; and (vi) Other equivalent documents.

I shall perform all of my obligations under the Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them. I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(c) If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided with evidence of such master or blanket policy, then (i) Lender, within the provision in Paragraph 23B above for the monthly payment to Lender of the scheduled yearly premium installments for hazard insurance on the Property; and (ii) hazard insurance coverage on the Property as required by Paragraph 8 above is deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy. I shall give Lender prompt notice of any lapse in the required hazard insurance coverage. I shall provide a copy of such master or blanket policy to Lender annually.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether in the unit or in common elements, any proceeds payable to me shall be paid to Lender for application to the debt secured by this Security Instrument, with any excess paid to me.

I shall take such action as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(d) I shall not accept after notice to Lender and with Lender's prior written consent, either partial or substantial the Property or consent to (i) the abandonment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking; (ii) any amendment to any provision of Constituent Documents unless the provision is for the express benefit of Lender or of lenders generally; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the master or blanket hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

0010349748-001

DEED OF TRUST-FF SECURITY

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Page 5

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 19 2006  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

CUG T. LIEN Deputy  
CUG T. LIEN



0010585749

## 26. NONRECOURSE

Unless the extension of credit evidenced by the Note was obtained by my or my spouse's actual fraud, Lender shall have no recourse against me or my spouse and Lender may enforce my obligations hereunder and under the Note solely by enforcement of its rights against the Property. If the extension of credit was obtained by my or my spouse's actual fraud, Lender may obtain a personal judgment against me and/or my spouse, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting my and my spouse's other assets to satisfaction of the debt.

## 27. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

**Acceleration of Payment of sums Secured.** Lender may, at its option, require immediate payment in full of all sums Secured by this Security Instrument if all or any part of the Property, or all or any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all sums Secured by this Security Instrument immediately, Lender may then or thereafter initiate any remedies permitted by this Security Instrument without further notice to or demand on me.

**The Loan Is Not Assailable.** The extension of credit evidenced by the Note may not be assumed by another Person.

## 28. SUBSTITUTION OF TRUSTEE

Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee, herein and by applicable law.

## 29. PROPERTY IS HOMESTEAD; ACKNOWLEDGMENTS CONCERNING DEBTS

I represent that the Property is my homestead notwithstanding any voluntary designation of homestead which I may have filed in the past. To the extent that the Property is designated for agricultural use under Texas laws governing property taxes, the Property is used primarily for the production of sale.

In the future event that another property becomes my homestead, I understand and agree that the Property will no longer be my homestead and that the extension of credit secured by the lien of this Security Instrument will no longer be a loan of the type described by Section 50A.01, Article XVI of the Texas Constitution.

If any portion of the proceeds of the loan secured by the lien of this Security Instrument were used in repayment of my existing indebtedness to Lender not secured by a valid lien on the Property, I acknowledge that such repayment was not required by Lender but rather was made at my voluntary direction and request.

The indebtedness evidenced by the Note is the only indebtedness secured by the Property, or of the debt of the Security Instrument unless the other indebtedness was incurred by me for use or more of the purpose allowed under and pursuant to Article XVI, Section 50A(11)-(13) of the Texas Constitution.

COMMON INSTRUMENTS

plus as INSTRUMENT

17

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
 DEVERLY B. KAUFMAN, County Clerk  
 Harris County, Texas

Ch. T. Lien Deputy  
 CUC T. LIEN

0010685748

21-0330

**29. RELEASE**

Within a reasonable time after satisfaction and full payment of all Sums Secured, Lender shall provide to me in the enclosed form and in a release of the lien of the Security Instrument in reasonable form or a copy of an endorsement and assignment of the lien to another lender reflecting the liquidation indicated by the Note. **OWNERS ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF THE LENDER'S OBLIGATIONS UNDER SECTION 80, ARTICLE XVI OF THE TEXAS CONSTITUTION.**

**30. STATEMENT OF OBLIGATION**

To the extent allowed by law, I will give Lender a fee for furnishing any statement of obligation with respect to this Security Instrument or the Note.

**31. SUBROGATION**

If any of the proceeds of the Note have been used to pay outstanding liens against the Property, I have requested Lender to advance the proceeds and I have represented that the Note is valid and is due later than be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any outstanding Note and debts, even if these liens and debts are secured by Lender by assignment or by release by the holder upon payment.

**32. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS**

The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and me, subject to the provisions of Paragraph 28. My covenants and agreements shall be joint and several, subject to the provisions of Paragraph 28. Any person who co-signs this Security Instrument but does not execute the Note is to be signing this Security Instrument only to grant and convey that person's interest in the Property under the terms of this Security Instrument or to comply with the requirements of Section 505.001, Article XVI of the Texas Constitution providing for execution thereof, in order to establish a valid lien, by the spouse of each owner of the Property. It is not necessary for Lender to pay the sums secured by this Security Instrument, and I agree that Lender and I may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that person's consent.

**33. OWNER OCCUPANCY**

Lender has relied upon statements of fact which I have made to qualify for the loan. I have stated and confirm that (A) the Property is my personal and primary residence; and (B) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded. If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Note and this Security Instrument.

THIS SPACE INTENTIONALLY LEFT BLANK.

FORM 118.0001-011.001

FORM OF TRUST-TEXAS COUNTY  
Page 18

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL FAIR HOUSING ACT.

A CERTIFIED COPY

JAN 19 2008

ATTEST:  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*[Signature]*  
CUC T. LEST

Deputy

Title Data File: L5

FD117407

HARRIS COUNTY, TEXAS

0010686748

34. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY  
 If I will be subject to a "Breach of Duty" if I do not pay the full amount of each monthly payment on the date it is due, or (a) I fail to perform any of my promises or agreements under the Note or the Security Instrument or (b) any statement made in my application for this loan was materially false or misleading or (c) any statement in my application for this loan was materially false or misleading by reason of my omission of certain facts or (d) I have made any other statement to Lender in connection with this loan that is materially false or misleading, if there is a Breach of Duty by me, Lender may accelerate the indebtedness evidenced by the Note and demand immediate payment of all Sums Secured as described below.

Lender shall give me notice prior to acceleration following my Breach of Duty that, not prior to acceleration under Paragraph 23 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the Sums Secured and commencement of Lender's remedies hereunder. The notice shall further inform me of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of mine to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all Sums Secured without further demand and may, or Trustee, upon written request of Lender may, institute proceedings to foreclose the lien of this Security Instrument either by judicial foreclosure or by court order in accordance with the rules of civil procedure for expedited foreclosure proceedings promulgated from time to time by the Texas Supreme Court pursuant to the provisions of Article XVI, Section 50(a) of the Texas Constitution or, to the extent such promulgated rules or a court order permit, Lender may invoke the power of sale. If for any reason the provisions of Article XVI, Section 50(a) and 50(b) of the Texas Constitution are invalid, or if the lien of this Security Instrument shall be found not in compliance with Section 50(d) of Article XVI of the Texas Constitution then, in either such event, any portion of the indebtedness secured by this Security Instrument that reflected a valid advance by the provisions of Article XVI, Section 50(a)-(b) of the Texas Constitution shall remain subject to the lien of this Security Instrument, and Lender may require immediate payment in full of all Sums Secured without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 34, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

If Lender invokes the power of sale as may be permitted pursuant to the above provisions or as may be permitted by court order or the rules promulgated by the Texas Supreme Court, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to me in the manner prescribed by applicable law. Sale shall be made at public auction between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. I authorize Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. I understand that the power of sale is not a substitution of judgment or a power of attorney to confer judgment or to appear for me in a judicial proceeding.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty. I covenant and agree to defend, guarantee the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees; (b) to all Sums Secured; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Paragraph 34, I or any person holding possession of the Property through me shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, I or such person shall be a tenant at sufferance and may be removed by writ of possession.

35. WAIVER OF NOTICE OF INTENTION TO ACCELERATE  
 I waive the right to notice of intention to require immediate payment in full of all Sums Secured except as provided in Paragraph 34.

FORM 112, JULY 1977 (20)

NOTE OF TRUST TO DEED  
Page 11

1A

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST: JAN 19 2006  
 BRITNEY D. KAUFMAN, County Clerk  
 Harris County, Texas

*CUC T. LIEN*  
 CUC T. LIEN

Deputy

0010586748

## 26. HOME EQUITY LENDING COMPLIANCE

I and Lender intend to conform strictly to Section 505.001, Article XVI of the Texas Constitution. It shall be a precondition to the exercise by me of any right or remedy against Lender that I advise Lender, in writing, of any alleged failure by Lender to comply with the obligations under Section 505.001, Article XVI of the Texas Constitution with respect to the loan obtained by the Note and that Lender be given a reasonable time to correct or cure any such failure. I will reasonably cooperate in Lender's efforts to comply with the requirements of Section 505.001, Article XVI of the Texas Constitution only after Lender has received my written notice, has had a reasonable time to comply, and has failed to comply, shall as principal and interest be forgiven by Lender if required by Section 505.001, Article XVI of the Texas Constitution.

If, from any circumstance whatsoever, any promise, payment, obligation, or provision of the Note, this Security Instrument, or any other related loan document transcends the limit of validity prescribed by applicable law, then any such promise, payment, obligation, or provision shall be reduced to the limit of such validity, or eliminated if necessary for compliance with such law, and such document shall be reformed automatically without the necessity of the execution of any new amendment or new document. Any refund of payment will be made in accordance with Paragraph 12.

Lender's right-to-comply as provided in this Paragraph 26 shall survive the satisfaction of Borrower's payment obligations under the Note and this Security Instrument. The provisions of this Paragraph 26 shall supersede any inconsistent provision of the Note or this Security Instrument.

THIS SPACE INTENTIONALLY LEFT BLANK.

FORM 174 (REV. 1-1-79) PAGE  
REV. 06/20/01-08

FORM OF SECURITY INSTRUMENT  
Page 15

15

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 19 2006  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

GUD T. LIEN  
GUD T. LIEN

Deputy

001068749

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BY SIGNED BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any related signed by me and recorded in proper official records.

YOU MUST SIGN THIS DOCUMENT AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED.

PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW:

BORROWER(S)

*Tina S. Alexander* *18*  
TINA S. ALEXANDER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTACH INDIVIDUAL - NOTARY ACKNOWLEDGMENT

NOTARY PUBLIC STATE OF TEXAS  
MY COM. EXPIRES 08/01/15

STATE OF TEXAS  
COUNTY OF HARRIS

18

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST JAN 19 2006

DEBBIE B. KADMAN, County Clerk  
Harris County, Texas

*Chet Dyer*  
CHET DYER Deputy

## SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS )  
COUNTY OF HARRIS )

521-21-0341

BEFORE ME, the undersigned, a Notary Public in and for said County and State,  
on this day personally appeared TINA S. ALEXANDER

known to me to be the person(s) whose name(s) subscribed to the foregoing instrument,  
and acknowledged to me that he executed the same for the purposes and consideration  
therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of September  
1998, A.D.

(U.S.)

SEAL

*K. Williams*  
Notary Public in and for HARRIS County,  
TEXAS

Notary Name

Notary Expiration Date



ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW

A CERTIFIED COPY

ATTEST: JAN 19 2006  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*GUC T. LIEN*  
GUC T. LIEN Deputy

821-21-0742

WORLD SAVINGS

EXHIBIT 'A'  
LEGAL DESCRIPTION

LOAN NO. 001096749

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF HARRIS  
STATE OF TEXAS . . . . . DESCRIBED AS FOLLOWS:

TAP ONLY THE LEGAL DESCRIPTION TO THIS PAGE.

OPTIONAL BY, SUBJECT TO, AND

ALL STATES SUBJECT TO, AND

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*[Signature]*  
CUC T. LEE, Deputy

RECORDING REQUESTED BY:  
WORLD SAVINGS BANK

WHEN RECORDED MAIL TO:  
WORLD SAVINGS  
CENTRAL PROCESSING CENTER  
CLOSING DEPARTMENT  
P.O. BOX 856648  
SAN ANTONIO, TX 78285-8548

521-21-0343

FOR RECORDER'S USE ONLY

### PLANNED UNIT DEVELOPMENT RIDER

LOAN NO. 0010585748

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of SEPTEMBER, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK, . . . . .

ITS SUCCESSORS AND/OR ASSIGNEES, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at

12818 MOSSVUE  
HOUSTON, TX 77024

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in EXHIBIT "A" attached incorporated herein (the "Declaration"). The Property is a part of a planned unit development known as

FROSTWOOD

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

MULTISTATE PUD RIDER — Single Family — FIMA/FHLMC UNIFORM INSTRUMENT  
FORM 3150 8/80

©2000 (1/7/88) 1-80 210A

Page 1

ALL STATES EXCEPT CO, DE, FL, IL,  
MI, MN, MA, NE, NJ, SD, WA, WI



ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST: JAN 19 2006  
BUTLERLY B. KAUFMAN, County Clerk  
Harris County, Texas

CUC T. LIEN

Deputy



521-21-0344

0010685743

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

MULTISTATE PUD REB—Single Family—PRIMA/PALMO UNIFORM INSTRUMENT  
802268 07, 12, 2000-01, 0400 Page 2

FORM 3180 8/78  
ALL STATES EXCEPT CO, OK, FL, IL, IN, MI, WA

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

JAN 19 2006

ATTEST:

BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

CUO T. LIEN  
Deputy

0010885748

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

THIS SPACE INTENTIONALLY LEFT BLANK.

MULTISTATE PUD RIDER—Single Family—FNUA/FNUO UNIFORM INSTRUMENT FORM 9130 8/90  
FORM 97.15.003/AN 0604 Page 3 ALL STATES EXCEPT CO, DE, IL, MI, MO, NYA

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY.


ATTEST: JAN 19 2006  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

CUC T. LIEN Deputy  
CUC T. LIEN

0010585743  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S)

  
TINA S. ALEXANDER (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Mailing Address: 12318 MOSSCUP  
HOUSTON, TX 77024

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

MULTISTATE PUD RIDER—Single Family—FIMA/FHLMC UNIFORM INSTRUMENT FORM 515D 9/80  
2004501 07.10.88/2-88 0401 Page 4 of 4 ALL STATES EXCEPT CO, DE, FL, MA, MI, MN, NY, PA, WA

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY.

ATTEST: JAN 19 2006  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

  
CUC T. LIEN Deputy

This document is being re-recorded to include the 'Exhibit A', legal description listed below that was missing from the original Deed of Trust that was recorded on September 22, 1998 in Harris County Clerk's File No. T280637.

"EXHIBIT A"

Lot Fourteen (14), in Block Thirteen (13), of FROSTWOOD, SECTION TWO (2), an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 77, Page 52 of the Map Records of Harris County

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JAN 25 2006



*Brenda L. Keyman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

Return To: Stewart Title Houston Division  
Underwriting Department  
4700 W. Sam Houston Pkwy. #100  
Houston, TX 77041

Attn: Victor Davis

T15E S023.0035553-06

**EXHIBIT C**

**VERIFICATION**

STATE OF MINN  
COUNTY OF DAKOTA

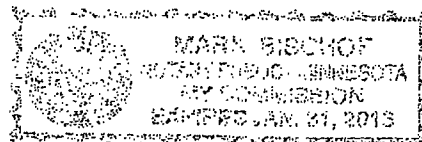
BEFORE ME, the undersigned Notary Public, on this day personally appeared Craig Hanlon, on behalf of WACHOVIA MORTGAGE, FSB, F.K.A. WORLD SAVINGS BANK, its successors and/or assigns, who being by me duly sworn, on his/her oath depose and said that he/she has read the above and foregoing Application for Expedited Foreclosure Proceeding Pursuant to Rule 736 of the Texas Rules of Civil Procedure regarding TINA S. ALEXANDER and 12318 Mossycup, Houston, TX 77024, and that every statement contained therein is within his/her personal knowledge and is true and correct.

WACHOVIA MORTGAGE, FSB, F.K.A.  
WORLD SAVINGS BANK

WCH  
By: Craig Hanlon  
Its: **Attorney in Fact**

SUBSCRIBED AND SWORN TO BEFORE ME on 4/29/15,  
by Craig Hanlon of WACHOVIA MORTGAGE, FSB, F.K.A. WORLD SAVINGS BANK, its successors and/or assigns to certify which witness my hand and seal of office.

[Signature]  
NOTARY PUBLIC, STATE OF MINN



2008 = 30835

Cause No. \_\_\_\_\_

In re: Order for Foreclosure Concerning

TINA S. ALEXANDER

and

12318 MOSSYCUP, HOUSTON  
HOUSTON, TX 77024

§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

JUDICIAL DISTRICT

FILED  
HARRIS COUNTY CLERK  
2008 MAY 19 AM 8:11  
BY MAIL PROCEEDING DEPUTY

**CERTIFICATE OF LAST KNOWN ADDRESS**

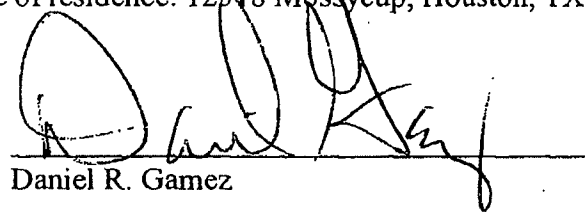
THE STATE OF CALIFORNIA

§  
§  
§


COUNTY OF SAN DIEGO

BEFORE ME, the undersigned authority, on this day personally appeared Daniel R. Gamez, attorney of record for Plaintiff herein, who, after first being duly sworn, deposed and stated as follows:

I, Daniel R. Gamez, attorney of record for Plaintiff herein, certify that the last known mailing address for Respondent(s), Tina S. Alexander, is at her place of residence: 12318 Mossycup, Houston, TX 77024.

  
Daniel R. Gamez

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 13<sup>th</sup> day of May, A.D., 2008.

  
Notary Public, State of California  
My commission expires: Jan 29, 2012



2008-08-08-5

In re: Order for Foreclosure Concerning

§  
§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

TINA S. ALEXANDER

and

OF HARRIS COUNTY, TEXAS

12318 MOSSYCUP, HOUSTON  
HOUSTON, TX 77024

166 JUDICIAL DISTRICT

2008 MAY 19 AM 8:11  
CLERK OF DISTRICT COURT  
JUDICIAL DISTRICT  
HARRIS COUNTY, TEXAS  
FILED

PLAINTIFF'S SERVICEMEMBERS' AFFIDAVITTHE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO§  
§

BEFORE ME, the undersigned notary, on this day personally appeared Daniel R. Gamez, a person whose identity is known to me, and after administration of the oath, stated as follows:

"My name is Daniel R. Gamez. I am above the age of twenty-one (21) years, have never been convicted of a felony or a crime of moral turpitude and am competent to make this Affidavit. I am capable of making this Affidavit. I understand that if I make or use a military status affidavit, knowing it to be false, I may be fined, imprisoned for not more than one year, or both. See 50 U.S.C. App. Section 521(c). The facts stated in this Affidavit are within my personal knowledge and are true and correct.:

Defendants are not in the military. In support, offer the following facts to show Defendants are not in the military: Per the Department of Defense Manpower Data Center Military Status Report, attached hereto as **Exhibit A**, and incorporated herein by reference.

☐ Plaintiff asks the court to appoint an attorney to represent the Defendant because:

- ☐ Plaintiff is unable to determine if the Defendant is in the military. The Servicemember's Civil Relief Act of 2003, 50 U.S.C App. Section 521, requires the trial court to appoint an attorney to represent Defendant before a judgment may be rendered against him/her.
- ☐ Defendant is in the military The Servicemember's Civil Relief Act of 2003, 50 U.S.C App. Section 521, requires the court to appoint an attorney to represent Defendant before a judgment may be rendered against him/her.

I understand that costs for the attorney ad litem may be assessed against the Plaintiff as costs of court unless otherwise ordered by the court.

  
Daniel R. Gamez

SWORN TO AND SUBSCRIBED before me by Daniel R. Gamez on this 13th day  
of May, A.D., 2008

  
Notary Public, State of California

My commission expires: Jan 29, 2012





# **EXHIBIT A**

Department of Defense Manpower Data Center

MAY-12-2008 11:27:11



**Military Status Report**  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
ALEXANDER	Tina S.	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

**WARNING:** This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: RZANKEDVHJ

# **Exhibit “30”**

**PITE  
DUNCAN  
LLP**

**San Diego**

Steven W. Pite *CA/NY/WA*  
John D. Duncan *CA/TX/WA*  
Peter J. Salmon  
*CA/ID/UT/WA*  
David E. McAllister  
*AZ/CA/HV/OR/UT/WA*

Rochelle L. Stanford  
*AZ/CA/OR/WA*  
Josephine E. Salmon  
*AK/AZ/CA/NY*  
Laurel I. Handley  
*AZ/CA/ID/NY*  
Daniel R. Gamez *CA/TX*  
Eddie R. Jimenez *CA/NV/TX*  
Susan L. Petit *AK/CA/WA*  
Douglas A. Toleno *AZ/CA*  
Cuong M. Nguyen *CA/NY*  
Casper J. Rankin *CA/OR*  
Charles A. Correlia *CA*  
Melodie A. Whitson *CA*  
Brian A. Paine *CA/TX/WA*  
Christopher M. McDermott  
*CA*  
Jillian A. Benbow *CA*  
Thomas N. Abbott *CA*  
Tracy D. Mabry *TX*  
Drew A. Callahan *CA*  
Natalie T. Nguyen *CA*  
Caroline M. Robert *CA*  
Genail M. Anderson *CA*  
Ellen Cha *CA/MN*  
Jose A. Garcia *CA*  
Erin L. Laney *CA*  
Angela M. Fontanini *CA*  
Jacque A. Gruber *CA/NY*  
John B. Acierno *CA*  
William L. Partridge *CA*  
Christopher L. Peterson *CA*  
Katie L. Johnson *CA*

**Mailing**  
4375 Jutland Drive, Suite 200  
P.O. Box 17935  
San Diego, CA 92177-0935

**Overnight**  
4375 Jutland Drive, Suite 200  
San Diego, CA 92117

Ph: (858) 750-7600  
Fax: (619) 590-1385

**Orange County**

Kerry W. Franich *CA/NY*  
Elana J. Moeder *CA*  
Bryan T. Brown *CA/TX*  
Michael J. Fox *CA*  
1820 E. First St., Ste. 420  
Santa Ana, CA 92705  
Ph: (714) 285-2633  
Fax: (714) 285-2668

**Arizona Office**

Charles L. Firestein  
Phoenix, AZ

**Hawaii Office**

David B. Rosen  
Honolulu, HI

**Washington Office**

Seattle, WA

**Texas Office**

William P. Weaver, Jr.  
San Antonio, TX

July 14, 2009

Loren Jackson  
Harris County District Clerk  
201 Caroline Street, 14<sup>th</sup> Floor  
Houston, Texas 77002

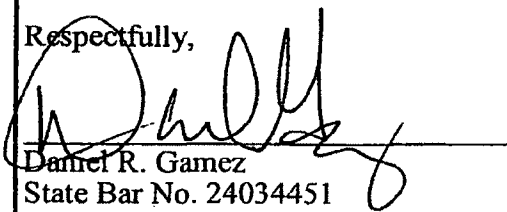
Re: Cause No. 2009-42370; WACHOVIA MORTGAGE, FSB, FKA WORLD SAVINGS BANK, FSB, its successors and/or assigns /TINA S. ALEXANDER; In the 157th Judicial District Court of Harris, Texas  
Our File No.: 000008-001305.001

Dear Clerk:

Enclosed please find an original and one (1) copy of the Notice sent to TINA S. ALEXANDER.

Please file the Notice, stamp the extra copy enclosed and return to the undersigned in the enclosed self-addressed, stamped envelope. Thank you for your assistance in this matter.

Respectfully,

  
Daniel R. Gamez  
State Bar No. 24034451  
PITE DUNCAN, LLP  
4375 JUTLAND DRIVE, SUITE 200  
P.O. BOX 17935  
SAN DIEGO, CA 92177-0935  
TELEPHONE: (858) 750-7600  
FACSIMILE: (619) 590-1385  
[dgamez@piteduncan.com](mailto:dgamez@piteduncan.com)

cc: Tina S. Alexander

Cause No. 2009-42370

In re: Order for Foreclosure Concerning	§	IN THE DISTRICT COURT
TINA S. ALEXANDER	§	
	§	
and	§	OF HARRIS COUNTY, TEXAS
	§	
12318 MOSSYCUP	§	
HOUSTON, TX 77024	§	157TH JUDICIAL DISTRICT
	§	

NOTICE TO: TINA S. ALEXANDER  
12318 Mossycup  
Houston, TX 77024

An Application has been filed by WACHOVIA MORTGAGE, FSB, FKA WORLD SAVINGS BANK, FSB, its successors and/or assigns, as Applicant, on July 6, 2009, in a proceeding described as follows:

Cause No. 2009-42370; In re: Order for Foreclosure Concerning TINA S. ALEXANDER (collectively, "Respondent") and 12318 Mossycup, Houston, TX 77024 ("Subject Property").

The attached application alleges that you, the Respondent, are in default under a security instrument creating a lien on your homestead under Tex. Const. art. XVI, § 50(a)(6). This application is now pending in this court.

Applicant seeks a court order, as required by Tex. Const. art. XVI, § 50(a)(6)(D), to allow it to sell at public auction the Subject Property as more fully described in the attached application under the security instrument and Tex. Prop. Code § 51.002.

You may employ an attorney. If you or your attorney do not file a written response with the Clerk of the Court at 201 Caroline, 1st Floor, Houston, TX 77002 on or before 10:00 a.m. on Monday, August 24, 2009, calculated as the Monday next after 38 days from date this Notice is sent, an order authorizing a foreclosure sale may be signed. If the Court grants the application, the foreclosure sale will be conducted under the security instrument and Tex Prop. Code § 51.002.

You may file a response setting out as many matters, whether of law or fact, as you consider may be necessary and pertinent to contest the application. If a response is filed, the Court will hold a hearing at the request of the Applicant or Respondent.

**In your response to this Application, you must provide your mailing address. In addition, you must send a copy of your response to Daniel R. Gamez, Pite Duncan, LLP, 4375 Jutland Drive, Suite 200, P.O. Box 17935, San Diego, CA 92177-0935.**

**THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR SOLELY FROM CERTAIN REAL PROPERTY AND NOT FROM YOU PERSONALLY, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

ISSUED

By: \_\_\_\_\_  
Daniel R. Gamez  
State Bar No. 24034451  
Pite Duncan, LLP  
4375 Jutland Drive, Suite 200  
P.O. Box 17935  
San Diego, CA 92177-0935  
(858) 750-7600 telephone  
(619) 590-1385 telecopier  
Dgamez@piteduncan.com  
Attorney for Applicant  
WACHOVIA MORTGAGE, FSB, FKA  
WORLD SAVINGS BANK, FSB, its  
successors and/or assigns

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of this Notice with a copy of the Application was sent via certified and regular mail to the defendants listed below on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Tina S. Alexander  
12318 Mossycup  
Houston, TX 77024

C/M R.R.R 7009 0820 0001 7222 4118  
AND REGULAR U.S. MAIL

\_\_\_\_\_  
Daniel R. Gamez

2009-43370

Cause No. \_\_\_\_\_

In re: Order for Foreclosure Concerning

TINA S. ALEXANDER

and

12318 MOSSYCUP, HOUSTON  
HOUSTON, TX 77024

§  
§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

57 JUDICIAL DISTRICT

FILED  
JUL 10 2015  
CLERK OF COURT

9-  
PM 3:43  
JUL 10 2015  
CLERK OF COURT

**APPLICATION FOR EXPEDITED FORECLOSURE PROCEEDING  
PURSUANT TO RULE 736 OF THE TEXAS RULES OF CIVIL PROCEDURE**

To the Honorable Judge of Said Court:

Comes now, WACHOVIA MORTGAGE, FSB, F.K.A. WORLD SAVINGS BANK, its successors and/or assigns ("Applicant"), and files this, its verified Application for Expedited Foreclosure Proceeding Pursuant to Rule 736 of the Texas Rules of Civil Procedure. In support of this Application, Applicant would show as follows:

1. TINA S. ALEXANDER ("Respondent") is the party who, according to the records of Applicant; the holder of the debt, is obligated to pay the debt secured by the property (as hereinafter defined).

2. The property which is the subject of this Application is described as follows:

LOT FOURTEEN (14), IN BLOCK THIRTEEN (13) OF FROSTWOOD, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 77, PAGE 52 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS

which has a mailing address of 12318 Mossycup, Houston, TX 77024 ("Subject Property").

3. The Subject Property is encumbered by a Texas Home Equity Security Instrument ("Security Instrument") dated September 15, 1998, to Gary Bradley, as Trustee, recorded under

County Clerk File No. T280637 in the Official Real Property Records of Harris County, Texas, and was re-recorded on January 25, 2006 as Instrument No. Z049229, which secures the payment of that certain Texas Home Equity Note ("Note") dated September 15, 1998, in the original principal sum of \$296,000.00, executed by Tina S. Alexander, an unmarried woman, bearing interest and being payable as therein set out to the order of WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK. True and correct copies of the Note and Security Instrument are attached hereto as **Exhibits A and B**, respectively, and are incorporated herein by reference. On December 31, 2007, World Savings Bank, FSB changed its name to Wachovia Mortgage, FSB. A true and correct copy of the Affidavit of Name Change is attached hereto as **Exhibit C**, and is incorporated herein by reference.

4. In further support of this Application, Applicant's representative swears by the sworn Verification attached as **Exhibit D** to this Application that upon the representative's information and belief, which is based upon the review of Applicant's business records, would show the following facts as would be admissible in evidence:

a. A balance still exists on this debt. The outstanding principal balance owing is \$263,057.18. Additionally, late charges and interest have been accruing on the debt because of the default by Respondent.

b. The debt on which this Application is based is secured by a lien created under Tex. Const. art. XVI, § 50(a)(6) which encumbers the Subject Property.

c. A default has occurred in the payment of the above-referenced debt and said default still exists. A default exists under the Deed of Trust in that Respondent failed to pay the monthly payment which became due on October 1, 2007, and every monthly installment that has become due since that date.



d. Applicant and/or its attorney has provided the requisite notice of default/notice of intent to accelerate and notice of acceleration to Respondent. Said notices were given by letters and mailed to Respondent at the last known mailing address of Respondent as reflected in the records of Applicant. The notice of default/right to cure/notice of intent to accelerate and notice of acceleration were given in accordance with Texas Property Code § 51.002, the Deed of Trust and applicable Texas law.

WHEREFORE, PREMISES CONSIDERED, Applicant WACHOVIA MORTGAGE, FSB, F.K.A. WORLD SAVINGS BANK, its successors and/or assigns, prays that upon final hearing, the Court enter an order allowing Applicant to proceed with foreclosure and sell the Subject Property described herein in accordance with Texas Property Code § 51.002, and for all such other and further relief as may be justly entitled.

Respectfully submitted,

By: 

Daniel R. Gamez

State Bar No. 24034451

Pite Duncan, LLP

525 East Main Street

El Cajon, CA 92020

(619) 590-1300 telephone

(619) 590-1385 telecopier

Dgamez@piteduncan.com

Attorney for Applicant

WACHOVIA MORTGAGE, FSB,  
F.K.A. WORLD SAVINGS BANK, its  
successors and/or assigns

**EXHIBIT A**

WORLD SAVINGS BANK,  
A FEDERAL SAVINGS BANK

## NOTE

### TEXAS EQUITY FIXED RATE - FIRST LIEN

Loan Amount \$296,000.00

Loan Number: 0010585743

Property Address:  
12318 MOSSYCUP  
HOUSTON, TX 77024

Date: SEPTEMBER 15, 1998

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$296,000.00, (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK.

ITS SUCCESSORS AND/OR ASSIGNEES. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.750%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

#### 3. PAYMENTS

##### (A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on NOVEMBER 01, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 01, 2028, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 1901 HARRISON STREET, OAKLAND, CALIFORNIA 94612 \* \* \* \* \* or at a different place if required by the Note Holder.

##### (B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$2,120.59.

#### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES AND LEGAL LIMITS

If a law, which applies to this loan and which sets maximum loan charges (including, without limitation, Section 50(a)(6)(E), Article XVI of the Texas Constitution), is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. My acceptance of any such refund will constitute a waiver of any right of action I might have arising out of such overcharge.



LENDER'S USE ONLY

0010585743

It is the express intention of the Note Holder and me to structure the extension of credit evidenced by this Note to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Note, the Security Instrument, or any other related loan document transcends the limit of validity prescribed by applicable law, then any such promise, payment, obligation, or provision shall be reduced to the limit of such validity, or eliminated if necessary for compliance with such law, and such document(s) shall be reformed automatically without the necessity of the execution of any new amendment or new document.

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

##### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

##### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

##### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

##### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

##### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees. I understand that these expenses are not contemplated to be incurred in connection with maintaining or servicing the extension of credit evidenced by this Note.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address. However, if the purpose of the notice is to notify the Note Holder of failure by the Note Holder to comply with the Note Holder's obligations under, or noncompliance with, any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then notice by certified mail is required.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

This Note and the lien securing same are authorized by the Texas Constitution, Article XVI, Section 50(a)(6). This Note is given without personal liability against each owner of the Property and the spouse of each owner, unless the owner or spouse obtained this extension of credit by actual fraud. If this extension of credit is obtained by actual fraud of any owner or the spouse of any owner, the Note Holder may enforce its rights under this Note against each person who signs this Note and each person who signs this Note is fully and personally liable for all of the promises made in this Note, including the promise to pay the full amount owed. Any person who takes over these obligations is also obligated to keep all of the promises made in this Note.

0010585743

If this extension of credit is not obtained by actual fraud, the Note Holder may enforce its rights under this Note and the Security Instrument only against the Property and Note Holder shall not seek or obtain a judgment for any deficiency in relation to the amounts owed under this Note against any person who signs this Note who is the owner of the Property or a spouse of an owner of the Property.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive notice of intention to accelerate, except as provided in Section 6(C) above, and the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. SECURED NOTE - ACCELERATION

In addition to the protections given to the Note Holder under this Note, a "Security Instrument," dated the same date as this Note protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

#### AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

**The Loan is Not Assumable.** The extension of credit evidenced by the Note may not be assumed by another Person.

#### 11. CLERICAL ERRORS

In the event the Note Holder at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from the Note Holder, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold the Note Holder responsible for any damage to me which may result from any such error.

#### 12. LOST, STOLEN OR MUTILATED DOCUMENTS

If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Note Holder delivers to me an indemnification in my favor, signed by the Note Holder, then I will sign and deliver to the Note Holder a Loan Document identical in form and content which will have the effect of the original for all purpose.


0010585743

13. NO ORAL AGREEMENTS

THIS NOTE, THE SECURITY INSTRUMENT AND OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED .

BORROWER(S):

  
TINA S. ALEXANDER (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Mailing Address: 12318 MOSSYCUP  
HOUSTON, TX 77024

# **EXHIBIT B**

RECORDING REQUESTED BY:  
WORLD SAVINGS BANK

WHEN RECORDED MAIL TO:  
WORLD SAVINGS  
CENTRAL PROCESSING CENTER  
CLOSING DEPARTMENT  
P.O. BOX 9644  
SAN ANTONIO, TX 78205-0644

LOAN NUMBER 0010681748

OF 98119547  
47 WILLIAMS  
STEWART TITLE COMPANY

521-21-0326

11/12/15 10:00AM 100017

FOR RECORDER'S USE ONLY

TEXAS DEED OF TRUST

THIS IS A FIRST DEED OF TRUST WHICH SECURES A NOTE

THE EXTENSION OF CREDIT SECURED BY THE LEND OF THIS DEED OF TRUST IS  
THE TYPE OF CREDIT DEFINED BY SECTION 504(a), ARTICLE XVI OF THE TEXAS  
CONSTITUTION.

1. DEFINITIONS OF WORDS USED IN THIS DEED OF TRUST  
(A) Security instrument. This Deed of Trust, which is dated SEPTEMBER 18, 1998,  
will be called the "Security instrument."

(B) Borrower. TINA S. ALEXANDER, AN UNMARRIED WOMAN

sometimes will be called "Borrower" and sometimes simply "T" or "tina"

(C) Lender. WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK, ITS SUCCESSORS AND/OR  
ASSIGNEES, will be called "lender." Lender is A FEDERAL SAVINGS BANK, ITS  
address is 1801 HARRISON STREET, OAKLAND, CALIFORNIA 94612.

(D) Note. The note signed by Borrower and having the same date as this Security  
instrument will be called the "Note." The Note shows that I owe Lender the original principal  
amount of U.S. \$228,000.00, plus accrued interest and such other amounts as  
stated in the Note. I have promised to pay this debt in monthly payments and to pay the debt  
in full by OCTOBER 01, 2028.

(E) Property. The property that is described below in Section 2 entitled "Description  
of the Property" will be called the "Property."

(F) Sums Secured. The amounts described below in Section 2 entitled "Borrower's  
Transfer of Rights in the Property" sometimes will be called the "Sums Secured."

(G) Person. Any person, organization, governmental authority or other party will be  
called "Person."

(H) Trustor, Beneficiary, Trustee, Borrower is the "Trustor." Lender is the "Beneficiary"  
and Gary Bradley, 4101 Williams Boulevard, San Antonio, Texas 78281, is the "Trustee."

ISSUED (11/12/15) BY JESS  
WORLD BANK

Page 1  
DEED OF TRUST-TX DEED

TX



ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW

A CERTIFIED COPY

ATTEN: JAN 19 2006  
BEVERLY B. KATZMAN, County Clerk  
Harris County, Texas

CURT LIND

Deputy

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JAN 25 PM 12:59  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

EX-9-15-98

FILED 1-25-2006



521-21-6329  
0010685743**II. BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY**

I irrevocably grant and convey the Property to the Trustee, in trust for Lender, with a power of sale vested as provided in Paragraph 24 below, subject to the terms of this Security Instrument. This means that, by signing this Security Instrument, I am giving Lender and Trustee those rights that are stated in the Security Instrument and also those rights that the law gives to lenders who are beneficiaries of a deed of trust, and to trustee of a deed of trust. I am giving Lender and Trustee those rights to protect Lender from possible losses that might result if I fail to:

(A) pay all amounts owed to Lender under the Note, including any charges to the Note made with the written consent of Lender;

(B) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property; and

(C) keep all of my other promises and agreements under this Security Instrument, the Note and any charges to the Note made with the written consent of Lender.

**III. DESCRIPTION OF THE PROPERTY**

I give Trustee rights in the Property described below:

(A) The property which is located at 12818 MOSBYCUP, HOUSTON, TX 77024. The legal description of this property is attached as Exhibit "A" which is made a part of this Security Instrument. This property is called the "Described Property."

(B) All buildings and other improvements that are located on the Described Property;

(C) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Described Property;

(D) All rents or royalties and other income from the Described Property;

(E) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property;

(F) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;

(G) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (B) of this Section;

(H) All of the rights and property described in subsections (B) through (G) of this Section that I acquire in the future;

(I) All replacements of or additions to the property described in subsections (B) through (H) of this Section;

(J) All casualty and condemnation proceeds relating to the Described Property; and

(K) All of the amounts that I pay to Lender under Paragraph 2 below.

**IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that (A) I lawfully own the Property; (B) I have the right to grant and convey the Property to Trustee; and (C) there are no outstanding claims, charges, liens or encumbrances against this Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself and the Trustee has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

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COPY OF TRUSTEE'S SECURITY  
Page 2

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Carthage*  
JAN 19 2006 Deputy

## COVENANTS

I promise and I agree with Lender as follows:

## 2. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, all principal and interest due under the Note and any late charges due under the Note.

## 2. PAYMENTS FOR TAXES AND INSURANCE

## (A) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums if any.

## (B) Escrow Account

Subject to applicable law, no escrow shall be required except upon written demand by Lender, in which case I shall pay to Lender on the day payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes, penalties and assessments which may arise prior to the Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for an escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. (RESPA), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity including Lender, if Lender is such an institution or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge me for holding and applying the Funds, exceptly analyzing the escrow account or verifying the Escrow Items, unless Lender pays me interest on the Funds and/or applicable law permits Lender to make such a charge. However, Lender may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay me any interest or earnings on the Funds. Lender shall give to me, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purposes for which each debit to the Funds was made.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to me for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify me in writing, and, in such case I shall pay to Lender the amount necessary to make up the deficiency or shortage. I shall make up the deficiency or shortage in accordance with the requirements of the Lender, at its sole discretion, in the manner and time prescribed by RESPA.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to me any Funds held by Lender. If, under Paragraph 3.4, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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ANY PROVISIONS HEREIN WHICH RESTRICT THIS SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
BEVERLY R. BURMAN, County Clerk  
Harris County, Texas

Deputy

GUO T. LIEN

Time Data Ver 1.5

TPH 7.0e

MO 04/28/03

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**3. APPLICATION OF BORROWER'S PAYMENTS**

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

- First, to pay any arrearages due to Lender under this Security Instrument;
- Second, to pay the amounts due to Lender under Paragraph 2 above;
- Third, to pay interest due under the Note;
- Fourth, to pay principal due under the Note;
- Last, to pay late charges due under the Note.

**4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS**

I will pay all taxes, assessments and any other charges and fees that may be imposed on the Property and that may be superior to this Security Instrument.

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand or charge that is made against the Property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE**

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a "Standard Mortgage Clause" to protect Lender. The term of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Note and which are not specifically required by Lender, I will name Lender as loss payee of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or lack of impairment of security, as follows: (A) to the extent allowed by applicable law, to the Beneficiary in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the time as determined by Lender.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds. Lender may use the Proceeds to repair or restore the Property or to pay the sums secured. The 30-day period will begin when the notice is given.

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STATE OF TEXAS - HARRIS COUNTY  
Page 4

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 9 2006**  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*[Signature]*  
CUC T. WEN

Deputy

File Date: 01/09/06

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File Date: 01/09/06

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If any Proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delay or change.

If Lender acquires the Property under Paragraph 34 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the sums secured immediately before the Property is acquired by Lender or sold.

If I am required by Lender to pay premiums for mortgage insurance, I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

**B. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS**

I will keep the Property in good repair. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will identify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim. If I do not own but am a tenant on the property, I will fulfil my obligations under my lease. I also agree that if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

**7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY**

If (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7 will not release me from my obligations under this Security Instrument.

I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest at the interest rate in effect under the Note. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Interest on each amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

**8. LENDER'S RIGHT TO INSPECT THE PROPERTY**

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

**9. AGREEMENTS ABOUT GOVERNMENTAL TAXES OF THE PROPERTY**

If all of the Property is taken by condemnation, eminent domain or other governmental taking, the proceeds from all awards or claims of damages or from a sale of all or any part of the Property to satisfy such governmental taking will be used to reduce the sums secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the sums secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to raise or restore the Property or to reduce the sums secured. The 30-day period will begin when the notice is given.

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DEED OF TRUST SECURITY  
Page 1

TX

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A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*CUC T. LHM*  
CUC T. LHM

Deputy

File Date: 01-15

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If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraph 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

#### 10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

##### (A) Borrower's Obligations

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Note and under this Security Instrument.

Lender may allow these delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Note or under this Security Instrument, even if Lender is requested to do so.

##### (B) Lender's Rights

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the Note, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or fees against the Property, Lender will have the right under Paragraph 34 below to demand that I make immediate payment in full of the amounts that I owe to Lender under the Note and under this Security Instrument.

#### 11. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations provided in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together.

#### 12. MAXIMUM LOAN CHARGES

If the loan secured by this Security Instrument is subject to a law (including, without limitation, Article XVI, Section 50A.008) of the Texas Constitution which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. Borrower's acceptance of any such refund with no questions or waiver of any right of action Borrower might have arising out of such overcharge.

#### 13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Note or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all sums secured by this Security Instrument.

#### 14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at 12318 MOSSYCLIP, HOUSTON, TX 77024.

A notice will be given to me at an alternative address if I give Lender a notice of my alternative address. I may designate only one mailing address at a time for notification purposes. Any notice that must be given to Lender under this Security Instrument will be given by mailing it by first class mail to Lender's address stated in Section 1 (C) above entitled, "Definitions of Words Used in this Deed of Trust," unless Lender gives me notice of a different address. However, if the purpose of the notice is to notify Lender of failure by Lender to comply with Lender's obligations under, or noncompliance with, any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50A.008, Article XVI of the Texas Constitution, then notice by certified mail is required. Any notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

SIGNED AND DELIVERED BY

NAME OF BORROWER

TX

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A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

DUO T. LIEN

Deputy

00-10665743

**16. GOVERNABLE LAW; SEVERABILITY**

This Security Instrument and the Note shall be governed by and construed under Federal law and Federal rules and regulations including those for federally chartered savings institutions, called "Federal Law." In the event that any of the terms or provisions of this Security Instrument or the Note are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Note.

**17. BORROWER'S COPY**

I acknowledge the receipt of one confirmed copy of the Note and of this Security Instrument.

**18. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY**

If the Property is no longer my homestead, and if Lender requires immediate payment in full or I abandon the Property, then Lender, Persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenant; (B) enter upon and take possession of the Property; (C) remove the Property; and (D) sign, cancel and change rental agreements and leases. Lender notifies the tenant that Lender has the right to collect rental payments directly from them under this Paragraph 17. I agree that the tenant may make these rental payments to Lender without having to ask if Lender whether I have failed to keep my promises and agreements under this Security Instrument, or if not for my permission to do so.

If Lender acts to have the Property sold after a Breach of Duty as defined in Paragraph 14, I understand and agree that (A) my right to occupy the Property ceases at the time the Property is sold; (B) I shall have no right to occupy the Property after such sale without the written consent of the new owner of the Property; and (C) my wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after these costs have been paid in full, the remaining part will be used to reduce the Debt Secured. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees and the costs of any necessary bonds.

**19. HARM TO PROPERTY; LENDER'S RIGHTS**

I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include an action for breach of contract, fraud, conversion of a material fact or for intentional or negligent acts. Upon the request of Lender, I will assign these rights, as permitted by applicable law, to Lender. Lender may, at its option, enforce these rights in its own name and may apply any proceeds for injury or damage to the Property or to any amount that I may owe to Lender under the Note and this Security Instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights.

**20. CLERICAL ERRORS**

In the event Lender at any time discovers that this Security Instrument, the Note or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold Lender responsible for any damage to me which may result from any such error.

**21. LOST, STOLEN OR MUTILATED DOCUMENTS**

If any of the Loan Documents are lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my favor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the original for all purposes.

00-10665743-001

DEED OF TRUST AND SECURITY

Page 7

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 13 2006  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

CUG-T. LIEN

Deputy

Form Data and 1.5

FD117-87

HA 634923 007

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21-2-033

**21. WAIVER OF STATUTE OF LIMITATIONS**

I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or the Note.

**22. CAPTIONS**

The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument.

**23. MODIFICATION**

This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

**24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS**

If the Property is a unit in a condominium, cooperative or planned unit development, each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that:

(A) If an owner's association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.

(B) The following are called the "Constituent Documents": (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of Incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's covenants, conditions and restrictions; and (vi) Other equivalent documents.

I shall perform all of my obligations under the Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them. I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(C) If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided with evidence of such master or blanket policy, then: (i) Lender waives the provision in Paragraph 20B above for the monthly payment to Lender of the scheduled yearly premium installments for hazard insurance on the Property; and (ii) hazard insurance coverage on the Property as required by Paragraph 8 above is deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy. I shall give Lender prompt notice of any lapse in the required hazard insurance coverage. I shall provide a copy of such master or blanket policy to Lender annually.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to me shall be paid to Lender for application to the Sums Secured by this Security Instrument, with any excess paid to me.

I shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(D) I shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to (i) the abandonment or termination of the Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of condemnation, eminent domain or other governmental taking; (ii) any amendment to any provision of Constituent Documents unless the provision is for the express benefit of Lender or of lenders generally; (iii) termination of the professional management and supervision of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the master or blanket hazard insurance policy and/or the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

origin 01/20/07-207 JWS

GEO OF HART-TH SECURITY  
Page 6

7A

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 19 2006  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

CUC T. LIEN  
CUC T. LIEN

Deputy

521-21-6336

24. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

The Loan is Not Assured. The extension of credit evidenced by this Note may not be renewed by another Person.

Lender, at its option and with or without notice, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the life, power and duties conferred upon the Trustee herein and by applicable law.

26. PROPERTY IS HOMESTEAD: ACKNOWLEDGMENTS CONCERNING DEBTS

In the future event that another property becomes my homestead, I understand and agree that the Property will no longer be my homestead and that the extension of credit secured by the lien of this Security Instrument will no longer be a loan of the type described by Section 304.002, Article XVI of the Texas Constitution.

If any portion of the proceeds of the loan secured by the lien of this Security Instrument were used in repayment of my existing indebtedness to Lender not secured by a valid lien on the Property, I acknowledge that such repayment was not required by Lender but rather was made at my voluntary direction and request.

The mortgagee evidenced by the Note is the only indebtedness secured by the Property as of the date of the Security Instrument under the other indebtedness was incurred by me for one or more of the purposes allowed under and pursuant to Article XVI, Section 50(a)(1)-(2) of the Texas Constitution.

[illegible]

WFO OF TUBES-1A QUALITY

5

Page 1

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

JAN 19 2006

ATTEST: JAN 13 2000  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas.

Chas. T. Davis

**Deputy**

CUC T. UEN



20. RELEASE Within a reasonable time after termination and full payment of all sums secured, Lender shall provide to mortgagor the cancelled Note and (b) a release of the lien of this Security Instrument in recordable form or a copy of an endorsement and assignment of the lien to another lender referencing the backdate shown on this Note. OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF THE LENDER'S OBLIGATIONS UNDER SECTION 9.0, ARTICLE XVI OF THE TEXAS CONSTITUTION.

ED. STATEMENT OF OBLIGATION  
To the extent allowed by law, I will give Lender a fee for furnishing any statement of obligation with respect to this Security Instrument or the Note.

31. **SUMMATION**  
If any of the proceeds of the Note have been used to pay outstanding Note against the Property, I have requested Lender to advance the proceeds and I have represented that the Note are valid and are due. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any outstanding Note and debts, even if those Note and debts are acquired by Lender by assignment or by release by the holder upon payment.

32. SUCCESSORS AND ASSIGNEES BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS  
The covenants and agreements of this Security Instrument shall bind and enslave the  
successors and assigns of Lender and me, subject to the provisions of Paragraph 28. My  
covenants and agreements shall be joint and several, subject to the provisions of Paragraph  
30. Any person who co-signs this Security Instrument does not substitute the Note. I do  
33. Any person who co-signs this Security Instrument not to grant and convey that person's interest in the  
Property under the terms of the Security Instrument or to comply with the requirements of  
Section 5042 Article XVI of the Texas Constitution providing  
34. I agree to defend, indemnify and hold Lender harmless for all claims of the Property; I do not  
order to establish a valid lien by the operation of this Security Instrument; and I agree that  
Lender and I may agree to extend, modify, reissue or make any accommodations with regard  
to the terms of this Security Instrument or the Note without that person's consent.

22. **OWNER OCCUPANCY**  
Lender has relied upon statements of fact which I have made to qualify for this loan. I have stated and confirm that (A) the Property is my personal and primary residence; and (B) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded. If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Note and this Security Instrument.

U.S. GOVERNMENT PRINTING OFFICE: 1967

END OF DRAFT-74 REPORT  
Page 19

A CERTIFIED COPY  
JAN 19 2006  
ATTEST:  
BEVERLY B/KAUFMAN, County Clerk  
Harris County, Texas

CUE T. UEN

**Deputy**

0010596749

**34. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY**

It will be a breach of duty if I do not pay the full amount of each monthly payment on the date it is due; or (b) I fail to perform any of my promises or agreements under the Note or this Security Instrument or (c) any statement made in my application for this loan was materially false or misleading or if any statement in my application for this loan was materially false or misleading by reason of my omission of a material fact; or (d) I have made any other statement to Lender in connection with the loan that is materially false or misleading. If there is a breach of duty by me, Lender may accelerate the indebtedness evidenced by the Note and demand immediate payment of all sums Secured as described below.

Lender shall give me notice prior to acceleration following my breach of duty that not prior to acceleration under Paragraph 33 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) the date, not less than 30 days from the date the notice is given to borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums Secured and commencement of Lender's remedies hereunder. The notice shall further inform me of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of mine to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums Secured without further demand and may, as Trustee, upon written request of Lender may, institute proceedings to foreclose the lien of this Security Instrument either by judicial foreclosure or by court order in accordance with the rules of civil procedure for expedited foreclosure proceedings promulgated from time to time by the Texas Supreme Court pursuant to the provisions of Article XVI, Section 50(a) of the Texas Constitution or, to the extent such promulgated rules or a court order permits, Lender may invoke the power of sale. If for any reason the provisions of Article XVI, Section 50(a) and 50(b) of the Texas Constitution are invalid, or if the lien of this Security Instrument shall be found not to comply with Section 50(b) of Article XVI of the Texas Constitution then, in either such event, any portion of the indebtedness secured by this Security Instrument that remained a debt authorized by the provisions of Article XVI, Section 50(b)(2) of the Texas Constitution shall remain subject to the lien of this Security Instrument, and Lender may require immediate payment in full of all sums Secured without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 34, including, but not limited to, reasonable attorneys' fees and costs of this endeavor.

If Lender invokes the power of sale as may be permitted pursuant to the above provisions or as may be permitted by court order or the rules promulgated by the Texas Supreme Court, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 31 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to me in the manner prescribed by applicable law. Sale shall be made at public vendue between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. I authorize Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. I understand that the power of sale is not a purview of judgment of a power of attorney to confer judgment or to appear for me in a judicial proceeding.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty. I covenant and agree to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums Secured; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Paragraph 34, I or any person holding possession of the Property through me shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, I or such person shall be a tenant at sufferance and may be removed by writ of possession.

**35. WAIVER OF NOTICE OF INTENTION TO ACCELERATE**

I waive the right to notice of intention to require immediate payment in full of all sums Secured except as provided in Paragraph 34.

DIME HAMILTON LLP

FORM OF DEED-TRUST SECURITY  
Page 31

15

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
BETH R. KAUFMAN, County Clerk  
Harris County, Texas

*CUC T. LIEN*  
CUC T. LIEN

Deputy

TRIP Data, Inc. LS

FDIST7007

HA 2048223 P1

0010886748

**28. HOME EQUITY LENDING COMPLIANCE**

I and Lender intend to conform strictly to Section 504.001, Article XVI of the Texas Constitution. It shall be a precondition to the exercise by me of any right or remedy against Lender that I advise Lender, in writing, of any alleged failure by Lender to comply with the obligations under Section 504.001, Article XVI of the Texas Constitution with respect to the loan evidenced by the Note and that Lender be given a reasonable time to correct or cure any such failure. I will reasonably cooperate in Lender's efforts to comply with the requirements of Section 504.001, Article XVI of the Texas Constitution. Only after Lender has received my written notice, has had a reasonable time to comply, and has failed to comply, shall all principal and interest be forfeited by Lender if required by Section 504.001(c), Article XVI of the Texas Constitution.

If, from any circumstances whatsoever, any promise, payment, obligation, or provision of the Note, this Security Instrument, or any other related loan document exceeds the limit of validity prescribed by applicable law, then any such promise, payment, obligation, or provision shall be reduced to the limit of such validity, or eliminated if necessary for compliance with such law, and each document shall be reformed automatically without the necessity of the execution of any new amendment or new document. Any refund of payment will be made in accordance with Paragraph 12.

Lender's right-to-comply as provided in this Paragraph 28 shall survive the satisfaction of Borrower's payment obligations under the Note and this Security Instrument. The provisions of this Paragraph 28 shall supersede any inconsistent provision of the Note or this Security Instrument.

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FORM 10-2007-1075 JUNE  
PDA 0000001-00

DEED OF TRUST-FIN. SECURITY

TX

Page 15

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

Attest: JAN 19 2006  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Guo T. Lien*  
GUO T. LIEN

Deputy

0010586748

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BY SIGNING BELOW, I accept and agree to the provisions and agreements contained in this Security Instrument and in any riders signed by me and recorded in proper official records.

YOU MUST SIGN THIS DOCUMENT AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWERS:

Tina W. Alexander Seal  
TINA W. ALEXANDER

\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

SHOWN 11/18/2011 by 1000  
BY: [Signature]

NAME OF TRUSTEE SOURCE  
Page 10 of 11

TM

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST JAN 19 2006  
DEBBY L. B. RAHMANN, County Clerk  
Harris County, Texas

[Signature] Deputy  
CUC T. WEN

SINGLE ACKNOWLEDGMENT

521-21-0341

STATE OF TEXAS )  
COUNTY OF HARRIS )

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared TINA S. ALEXANDER

known to me to be the person(s) whose name(s) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of September 1998, A.D.

(U.S.)

K. Williams  
Notary Public in and for HARRIS County, TEXAS

SEAL

Notary Name

Notary Expiration Date



ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST: JAN 19 2006  
BEVERLY B. KAUEMAN, County Clerk  
Harris County, Texas

Qu T. Lien Deputy  
QUOC T. LIEN

821-21-0342

WORLD SAVINGS

EXHIBIT 'A'  
LEGAL DESCRIPTION

LOAN NO. 0010586748

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF HARRIS  
STATE OF TEXAS \* \* \* \* \*, DESCRIBED AS FOLLOWS:

TAPE ONLY THE LEGAL DESCRIPTION TO THIS PAGE

OPTIONAL 101, 10/11/10 10/11/10

ALL STATES TRUST SAVINGS

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 19 2006

BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*[Signature]*  
C. C. T. LEST

Deputy

RECORDING REQUESTED BY:  
WORLD SAVINGS BANK

WHEN RECORDED MAIL TO:  
WORLD SAVINGS  
CENTRAL PROCESSING CENTER  
CLOSING DEPARTMENT  
P.O. BOX 856648  
SAN ANTONIO, TX 78286-0648

521-21-0343

FOR RECORDERS USE ONLY

**PLANNED UNIT DEVELOPMENT RIDER**

LOAN NO. 0010686748

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of SEPTEMBER, 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned the "Borrower" to secure Borrower's Note to WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK, ITS SUCCESSORS AND/OR ASSIGNEES, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:  
12818 MOSSYCREP  
HOUSTON, TX 77024  
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in EXHIBIT "A" attached incorporated herein (the "Declaration"). The Property is a part of a planned unit development known as:

FOOTWOOD

[Name of Planned Unit Development]

(the "PUD") The Property also includes Borrower's interest in the homeowners' association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

MULTISTATE PUD RIDER - Single Party - FPMR/FMARC UNIFORM INSTRUMENT  
FORM 5100 9/80

EXHIBIT 1 (MORTGAGE) - 10/88

Page 1

ALL STATES EXCEPT CO, DE, IL, IN, ME, MI, MN, MO, NY, ND, SD, VA, WI



10/88/9/88/9/88

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY:

ATTEST: JAN 19 2006  
BIBBIE L. BAUMANN, County Clerk  
Harris County, Texas

Deputy

CHU T. LIEN

521-21-0344

0010586788

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. **PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. **Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is limited to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument with any excesses paid to Borrower.

C. **Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

MULTISTATE PUD RIDER—Single Family—FORM 990/910/920/930/940/950/960/970/980/990

FORM 9150 9/90

Page 2

ALL STATES EXCEPT CO, OR, FL, HI, IL, NC, NY

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

*Guo T. Lien*  
GUO T. LIEN

Deputy

Title Date: 01/19/06

FD-17-01 1/19/06



0010588743  
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(A) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(B) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(C) termination of professional management and assumption of self-management of the Owners Association; or

(D) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement of the Note rate and shall be payable with interest upon notice from Lender to Borrower requesting payment.

THIS SPACE INTENTIONALLY LEFT BLANK.

MULTISTATE PUD RIDER—Single Family—PUDMA/PUDMO UNIFORM INSTRUMENT FORM 2180 8/80  
©1980 BY NATIONAL OPEN Page 2 ALL STATES EXCEPT CO, DE, IL, IN, MI, MO, WA

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY.

ATTEST: JAN 19 2006  
DEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

[Signature] Deputy  
CUC T. LIEN

0010606743

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER:

*Tina S. Alexander* (Seal)  
TINA S. ALEXANDER

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

Mailing Address: 12818 MOSSCUP  
HOUSTON, TX 77024

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

MULTISTATE PUD RIDER—Single Family—PMSA/PMNC UNIFORM INSTRUMENT FORM 2140 8/80  
8/24/01 MT, 10/24/01 NM, 01/01 Page 4 of 4 ALL STATES EXCEPT SD, DE, FL, MA, MI, MS, RI, VA, WA

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW

A CERTIFIED COPY.

ATTEST: JAN 19 2006  
BEVERLY B. MAURMAN, County Clerk  
Harris County, Texas

*Curt T. Lien* Deputy  
CURT T. LIEN

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS )  
COUNTY OF HARRIS )

62-21-0347

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared TINA S. ALEXANDER

known to me to be the person(s) whose name(s) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16 day of September 1998, A.D.

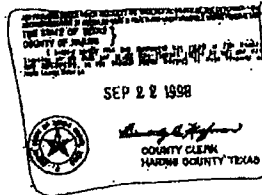
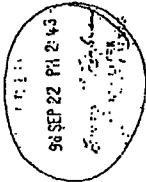
(U.S.)

SEAL

12m Williams  
Notary Public in and for HARRIS County, TEXAS

Notary Name

Notary Expiration Date



ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 19 2006

BEVERLY B. KAUFMAN, County Clerk  
Harris County, Texas

CUC T. LIEN Deputy  
CUC T. LIEN

re  
This document is being re-recorded to include the "Exhibit A", legal description listed below that was missing from the original Deed of Trust that was recorded on September 22, 1998 in Harris County Clerk's File No. T280637.

"EXHIBIT A"

Lot Fourteen (14), in Block Thirteen (13), of FROSTWOOD, SECTION TWO (2), an addition in Harris County, Texas according to the map or plat thereof recorded in Volume 77, Page 52 of the Map Records of Harris County

SEP 017-05-1355

RECORDER'S MEMORANDUM:  
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE OR GENDER IS HEREBY AND UNLAWFULLY AND UNENFORCEABLE UNDER TEXAS LAW.  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
I hereby certify that this instrument was FILED in the Public Records on the date and at the time indicated hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

JAN 25 2006



*Dorothy B. Kaye*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Return To: Stewart Title Houston Division  
Underwriting Department  
4700 W. Sam Houston Pkwy. #100  
Houston, TX 77041  
Attn: Victor Davis

T280637.003553.06

# **EXHIBIT C**

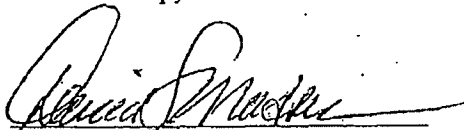
**SENIOR VICE PRESIDENT'S AFFIDAVIT OF NAME CHANGE**

**STATE: California**

**COUNTY: Alameda**

I, DAVID S. MADSEN, being a duly appointed and acting Senior Vice President of Wachovia Mortgage, FSB, whose address is 1901 Harrison Street, Oakland, CA 94612, being first duly sworn on oath, deposes and says:

Effective December 31, 2007, World Savings Bank, FSB ("the Savings Bank") changed its name to Wachovia Mortgage, FSB as a result of an amendment to the charter and bylaws of the Savings Bank, which was accomplished in accordance with federal regulation as evidenced by the Notice of Amendment of Charter and Bylaws letter issued by the Office of Thrift Supervision ("OTS") (California), on November 19, 2007, and is on file in that office. A true and correct copy of that OTS letter is attached to this Affidavit as Exhibit "A".

  
Senior Vice President

State of California §  
County of Alameda §

Before me, see attached acknowledgment, a Notary Public, personally appeared David S. Madsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same under oath in his/her authorized capacity.

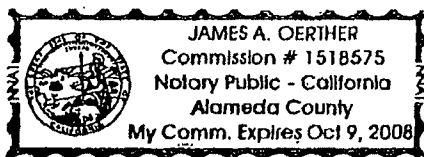
Given under my hand and seal of office this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of AlamedaOn January 31, 2008 before me, James A. Oerther, Notary Public  
Date Here Insert Name and Title of the Officerpersonally appeared David S. Madsen  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature James A. Oerther  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**Title or Type of Document: Senior Vice President's Affidavit of Name ChangeDocument Date: 1/31/2008 Number of Pages: 1Signer(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**Signer's Name: David S. Madsen

- ☐ Individual  
☒ Corporate Officer — Title(s): SVP  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



Office of Thrift Supervision  
Department of the Treasury

Nicholas J. Dyer  
Assistant Regional Director

Pacific Plaza, 2001 Junipero Serra Boulevard, Suite 650, Daly City, CA 94014-1976  
P.O. Box 7165, San Francisco, CA 94120-7165 • Telephone: (650) 746-7025 • Fax: (650) 746-7001

November 19, 2007

John A. Stoker, Esq.  
Vice President and Assistant General Counsel  
Wachovia Corporation  
Legal Division - NCO630  
One Wachovia Center  
301 South Charlotte Street  
Charlotte, NC 28288

Re: World Savings Bank, FSB, Oakland, California  
Notice of Amendment of Charter and Bylaws

Dear Mr. Stoker:

This is in response to your letter, dated November 8, 2007, with enclosures, which you filed with the Office of Thrift Supervision (OTS) on behalf of World Savings Bank, FSB to amend the savings bank's charter and bylaws to change its name to Wachovia Mortgage, FSB and reflect a change in the location of its home office. The new home office address is 6825 Aliante Parkway, North Las Vegas, Nevada.

The institution met the requirements of 12 C.F.R. §§ 552.4(b) and 552.5(b)(2), and the proposed amendments will be effective December 31, 2007, as set forth in the Board of Directors' resolution adopting the changes to the charter and bylaws. The filing also met the requirement of 12 C.F.R. § 545.91(b) that the savings bank notify the OTS if there is a change in the permanent address of its home office.

Please feel free to contact me at (650) 746-7025 if there are any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Nicholas J. Dyer'.

Nicholas J. Dyer  
Assistant Regional Director

cc: Robert Burns, FDIC - Atlanta

**EXHIBIT "A"**



**EXHIBIT D**

VERIFICATION

STATE OF Texas  
COUNTY OF Brewer

BEFORE ME, the undersigned Notary Public, on this day personally appeared Angela Vargas, on behalf of WACHOVIA MORTGAGE, FSB, FKA WORLD SAVINGS BANK, FSB, its successors and/or assigns, who being by me duly sworn, on his/her oath deposed and said that he/she has read the above and foregoing Application for Expedited Foreclosure Proceeding Pursuant to Rule 736 of the Texas Rules of Civil Procedure regarding TINA S. ALEXANDER and 12318 Mossycup, Houston, TX 77024, and that every statement contained therein is within his/her personal knowledge and is true and correct.

WACHOVIA MORTGAGE, FSB, FKA  
WORLD SAVINGS BANK, FSB

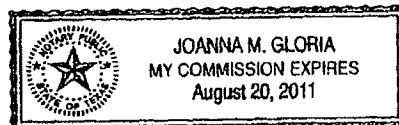
By: Angela Vargas  
Its: Asst Secretary

On June 16, 2009, before me, Joanna M. Gloria, a Notary Public in and for said state, personally appeared Angela Vargas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joanna M. Gloria (Seal)



000008-001305.001

2008-48870

Cause No. \_\_\_\_\_

In re: Order for Foreclosure Concerning

TINA S. ALEXANDER

and

12318 MOSSYCUP  
HOUSTON, TX 77024

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IN THE DISTRICT COURT

OF HARRIS COUNTY, TEXAS

57 JUDICIAL DISTRICT

2009 JUL -6 PM 3:49  
CLERK OF DISTRICT COURT  
HARRIS COUNTY, TEXAS  
FOR INFORMATION

CERTIFICATE OF LAST KNOWN ADDRESS

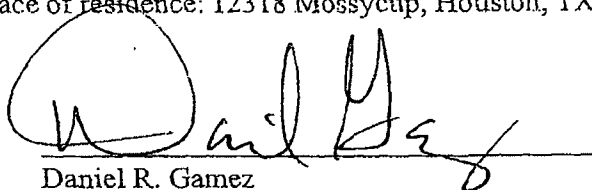
THE STATE OF CALIFORNIA

§  
§  
§

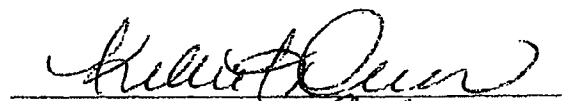
COUNTY OF SAN DIEGO

BEFORE ME, the undersigned authority, on this day personally appeared Daniel R. Gamez, attorney of record for Plaintiff herein, who, after first being duly sworn, deposed and stated as follows:

I, Daniel R. Gamez, attorney of record for Plaintiff herein, certify that the last known mailing address for Respondent(s), Tina S. Alexander, is at her place of residence: 12318 Mossycup, Houston, TX 77024.

  
Daniel R. Gamez

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 30th day of June, A.D., 2009.

  
Notary Public, State of California  
My commission expires: Jan 29, 2012



000008-001305.001

2008-48870

Cause No. \_\_\_\_\_

In re: Order for Foreclosure Concerning

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IN THE DISTRICT COURT

TINA S. ALEXANDER

and

OF HARRIS COUNTY, TEXAS

12318 MOSSYCUP  
HOUSTON, TX 77024

157 JUDICIAL DISTRICT

FILED  
JUL 10 20092009 JUL 9 - 11 AM  
CLERK OF DISTRICT COURT  
JUDICIAL DISTRICT 157  
HARRIS COUNTY, TEXAS**PLAINTIFF'S SERVICEMEMBERS' AFFIDAVIT**THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO§  
§

BEFORE ME, the undersigned notary, on this day personally appeared Daniel R. Gamez, a person whose identity is known to me, and after administration of the oath, stated as follows:

"My name is Daniel R. Gamez. I am above the age of twenty-one (21) years, have never been convicted of a felony or a crime of moral turpitude and am competent to make this Affidavit. I am capable of making this Affidavit. I understand that if I make or use a military status affidavit, knowing it to be false, I may be fined, imprisoned for not more than one year, or both. See 50 U.S.C. App. Section 521(c). The facts stated in this Affidavit are within my personal knowledge and are true and correct.

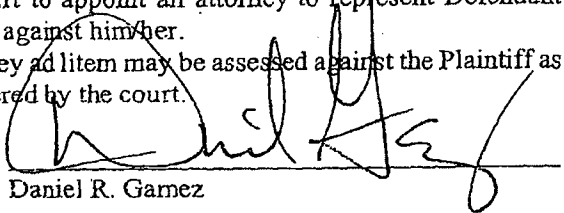
☒ Defendants are not in the military. In support, offer the following facts to show Defendants are not in the military: Per the Department of Defense Manpower Data Center Military Status Report, attached hereto as **Exhibit A**, and incorporated herein by reference.

☐ Plaintiff asks the court to appoint an attorney to represent the Defendant because:

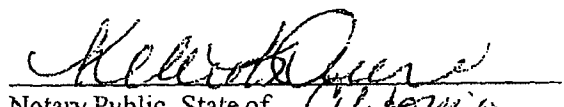
☐ Plaintiff is unable to determine if the Defendant is in the military. The Servicemember's Civil Relief Act of 2003, 50 U.S.C App. Section 521, requires the trial court to appoint an attorney to represent Defendant before a judgment may be rendered against him/her.

☐ Defendant is in the military The Servicemember's Civil Relief Act of 2003, 50 U.S.C App. Section 521, requires the court to appoint an attorney to represent Defendant before a judgment may be rendered against him/her.

I understand that costs for the attorney ad litem may be assessed against the Plaintiff as costs of court unless otherwise ordered by the court.

  
Daniel R. Gamez

SWORN TO AND SUBSCRIBED before me by Daniel R. Gamez on this 30th day  
of June, A.D., 2009.

  
Notary Public, State of California  
My commission expires: Jan 29, 2012

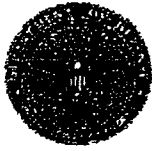


000008-001305.001

# EXHIBIT A

Department of Defense Manpower Data Center

JUN-16-2009 09:51:48



Military Status Report  
Pursuant to the Servicemembers Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
ALEXANDER	TINA S	Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

*Mary M. Snavely-Dixon*

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person ( e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided

Request for Military Status

Page 2 of 2

by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: **BFYWQMLIFMI**

# **Exhibit “31”**



**Bank of America** **Online Banking**

Interest Checking - 9589 : Check Image

10-12-09

Check Image:

20 Loan # 0010585743 Cashiering 001763  
 DAN ALEXANDER 10-97  
 11712-41-7028  
 HOUSTON, TX 77029  
 NOV 20 2009 10/12/09  
 B  
 Pay to the Order of Wachovia \$2120  
Two Thousand One Hundred Twenty Dollars  
 Bank of America  
 Bank of America Advantage®  
 for 12316140854 cup Dan Alexander  
 11130000235 0057710995891763

Deposit to Wachovia  
 Mortgage, a division of  
 Wells Fargo Bank, N.A.  
 GL 0715326 / 0296826  
 Deposit to the Credit of  
 Wachovia Mortgage,  
 a division of  
 Wells Fargo Bank, N.A.

**Exhibit “32”**

**Bank of America** **Online Banking**

Interest Checking - 9589 : Check Image

11-19-09

Check Image:

DAN ALEXANDER 18-07  
 711713-461-7855  
 10519 LASSO LN  
 HOUSTON, TX 77079

Cashiering 105,851.43 001779  
 NOV 21 2003 11/19/09 Date

Pay to the Order of Wachovia B \$2120.00  
Two thousand one hundred twenty Dollars

Bank of America Bank of America Advantage®  
 NOT FOR CASH

For Dan Alexander

⑆123000023⑆ 005771099589⑆1779

Deposit to the Credit of  
 Wachovia Mortgage,  
 a division of  
 Wells Fargo Bank, N.A.

Deposit to Wachovia  
 Mortgage, a division of  
 Wells Fargo Bank, N.A.  
 0715326 / 0238826

# **Exhibit “33”**

Bank of America 

Online Banking

Interest Checking - 9589 : Check Image

Check Image:

12-15-09

DAN ALEXANDER 10-97 Cashiering 10585743 001802	
F11712-001-0003 JAN 21 2010 12/15/09	
ISSUED LASSOLIN HOUSTON, TX 77029	
Pay to the Order of Wachovia B	\$ 2120
Two thousand one hundred twenty	
Bank of America Bank of America Advantage	
ACCOUNT NUMBER	Check # 0010545743 Dan Alexander
⑆ 113000023⑆ 005771099589⑆ 1802	

Deposit to Wachovia Mortgage, a division of Wells Fargo Bank, N.A. GL 0715326 / 0298826	Deposit to Wachovia Mortgage, a division of Wells Fargo Bank, N.A. GL 0715326 / 0298826
---	---

**Exhibit “34”**

**WACHOVIA****ESCROW BREAKDOWN**

LOAN #: 10585743

BORROWER: Tina S Alexander

PROPERTY ADDRESS: 12318 Mossycup, Houston TX 77024-4807

PAYMENT DATE	DESCRIPTION	PAYMENTS TO ESCROW	DISBURSEMENTS FROM ESCROW	BALANCE
03/01/05	Harris County Taxes 2002		-1,521.64	(\$1,521.64)
03/01/05	Harris County Taxes 2003		-1,748.54	(\$3,270.18)
03/01/05	Harris County Taxes 2004		-1,923.29	(\$5,193.47)
03/01/05	Penalty		-1,857.91	(\$7,051.38)
03/01/05	City of Houston 2002		-1,542.19	(\$8,593.57)
03/01/05	City of Houston 2003		-1,772.17	(\$10,365.74)
03/01/05	City of Houston 2004		-1,934.40	(\$12,300.14)
03/01/08	Penalty		-1,881.66	(\$14,181.80)
03/01/05	Spring Branch ISD 2002		-3,363.95	(\$17,545.75)
03/01/05	Spring Branch ISD 2003		-4,625.64	(\$22,171.39)
03/01/05	Spring Branch ISD 2004		-5,115.06	(\$27,286.45)
03/01/05	Penalty		-4,511.92	(\$31,798.37)
03/01/05	Additional Costs		-453.00	(\$32,251.37)
03/01/05	Abstractors fee		-250.00	(\$32,501.37)
03/01/05	Tax master fee		-50.00	(\$32,551.37)
03/18/05	Tax Bill and Court Order		-4,204.89	(\$36,756.26)
03/23/05	Delinquent Taxes 04/fy Harris Ct		-3,857.69	(\$40,613.95)
03/23/05	Penalty		-347.20	(\$40,961.15)
10/14/05	Harris County 02 base		-2,195.54	(\$43,156.69)
10/14/05	Penalty		-1,624.70	(\$44,781.39)
10/14/05	Harris County 03 base		-3,520.71	(\$48,302.10)
10/14/05	Penalty		-2,098.36	(\$50,400.46)
10/14/05	ISD Tax office 02 base		-1,991.09	(\$52,391.55)
10/14/05	Penalty		-1,329.05	(\$53,720.60)
10/14/05	ISD Tax office 03 base		-4,625.64	(\$58,346.24)
10/14/05	Penalty		-2,449.28	(\$60,795.52)
10/14/05	ISD Tax office 04 base		-5,115.06	(\$65,910.58)
10/14/05	Penalty		-2,002.54	(\$67,913.12)
07/31/06	County taxes 02 base		-2,195.54	(\$70,108.66)
07/31/06	County taxes 03 base		-3,520.71	(\$73,629.37)
07/31/06	County taxes 05 base		-3,945.48	(\$77,574.85)
07/31/06	Penalty		-6,097.66	(\$83,672.51)
07/31/06	ISD 02 base		-5,248.28	(\$88,920.79)
07/31/06	ISD 03 base		-4,625.64	(\$93,546.43)
07/31/06	ISD 04 base		-5,115.06	(\$98,661.49)
07/31/06	ISD 05 base		-5,248.28	(\$103,909.77)
07/31/06	Penalty		-6,840.72	(\$110,750.49)

1-8-2010 attorney for wachovia gave this to me  
at court.

# **Exhibit “35”**



☐ CORRECTED (if checked)

<b>RECIPIENT'S/LENDER'S name, address, and telephone number</b> <b>WACHOVIA MORTGAGE</b> <b>4101 WISEMAN BOULEVARD</b> <b>SAN ANTONIO TX 78251-4201</b> <b>(800) 642-0257</b>		<b>* Caution: The amount shown may not be fully deductible by you. Limits based on the loan amount and the cost and value of the secured property may apply. Also, you may only deduct interest to the extent it was incurred by you, actually paid by you, and not reimbursed by another person.</b>	<b>OMB No. 1545-0901</b>  <b>2009</b>  <b>Form 1098</b>	<b>Mortgage Interest Statement</b>
<b>RECIPIENT'S federal identification no.</b> <b>94-1347393</b>	<b>PAYER'S social security number</b>	<b>1 Mortgage interest received from payer(s)/borrower(s)</b> <b>\$ .00</b>	<b>Copy B For Payer</b> The information in boxes 1, 2, 3, and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.	
<b>PAYER'S/BORROWER'S name, Street address (including apt. no.), City, state, and ZIP code 028458 MSYT8DTA</b> <b>TINA S ALEXANDER</b> <b>12318 MOSSYCUP DR</b> <b>HOUSTON TX 77024-4907</b>		<b>2 Points paid on purchase of principal residence</b> <b>\$</b>		
		<b>3 Refund of overpaid interest</b> <b>\$</b>		
		<b>4 Mortgage insurance premiums</b> <b>\$</b>		
<b>Account number (see instructions)</b> <b>0010585743</b>		<b>5</b> <b>LOAN TYPE CONV. RES</b>		

Form 1098

(keep for your records)

Department of the Treasury - Internal Revenue Service

KEEP THIS FORM FOR YOUR RECORDS AND FOR TAX PURPOSES. WE CANNOT ADVISE YOU WITH RESPECT TO YOUR TAX RETURN. QUESTIONS CONCERNING YOUR TAX RETURN SHOULD BE ANSWERED BY YOUR TAX ADVISOR.

PLEASE REMEMBER TO FILE FOR HOMESTEAD EXEMPTION, IF YOU ARE ELIGIBLE.

**DISBURSEMENT ACTIVITY:**

		<b>PROPERTY TAXES</b>	<b>.00</b>
		<b>HAZARD INSURANCE</b>	<b>5,284.31</b>
<b>CURR TOTAL PMT</b>	<b>2,561.12</b>	<b>FHA/PMI INSURANCE</b>	<b>.00</b>
<b>CURR ESCROW PMT</b>	<b>440.53</b>	<b>ADDT'L ASSESSMENTS</b>	<b>.00</b>

**PRINCIPAL ACTIVITY 2009:**

<b>PAYMENTS APPLIED</b>	<b>.00</b>
<b>REMAINING BAL</b>	<b>263,057.18</b>

**ESCROW ACTIVITY 2009:**

<b>BEGIN ESCROW BAL</b>	<b>85,503.94-</b>
<b>TOTAL DEPOSITS</b>	<b>.00</b>
<b>TOTAL DISBURSE</b>	<b>5,284.31</b>
<b>CLOSING ESC BAL</b>	<b>90,788.25-</b>

**2009 INTEREST PAYMENTS \*\*\*\*\* .00**

**YOU MAY OBTAIN ADDITIONAL COPIES OF THIS STATEMENT UPON REQUEST, SUBJECT TO APPLICABLE FEES.**

# **Exhibit “36”**

<b>WACHOVIA MORTGAGE</b> <b>4101 WISEMAN BOULEVARD</b> <b>SAN ANTONIO TX 78251-4201</b> <b>(800) 642-0257</b>		<b>2010</b> <b>Form 1098</b>	<b>Mortgage Interest Statement</b>
<b>RECIPIENT'S federal identification no.</b> <b>94-1347393</b>	<b>PAYER'S social security number</b> 	<b>1 Mortgage interest received from payer(s)/borrower(s)*</b> <b>\$ 1,698.91</b>	<b>Copy B For Payer</b> The information in boxes 1, 2, 3, and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.
<b>PAYER'S/BORROWER'S name, Street address (including apt. no.), City, state, and ZIP code 010541 M8YT8DTA</b> <b>TINA S ALEXANDER</b> <b>12318 MOSSYCUP DR</b> <b>HOUSTON TX 77024-4907</b>		<b>2 Points paid on purchase of principal residence</b> <b>\$</b>	
		<b>3 Refund of overpaid interest</b> <b>\$</b>	
		<b>4 Mortgage insurance premiums</b> <b>\$</b>	
<b>Account number (see instructions)</b> <b>0010585743</b>		<b>5 LOAN TYPE CONV. RES</b>	

Form **1098** (keep for your records) Department of the Treasury - Internal Revenue Service

KEEP THIS FORM FOR YOUR RECORDS AND FOR TAX PURPOSES. WE CANNOT ADVISE YOU WITH RESPECT TO YOUR TAX RETURN. QUESTIONS CONCERNING YOUR TAX RETURN SHOULD BE ANSWERED BY YOUR TAX ADVISOR.

PLEASE REMEMBER TO FILE FOR HOMESTEAD EXEMPTION, IF YOU ARE ELIGIBLE.

<b>LATE CHARGES PD</b> 2,120.00 <b>CURR TOTAL PMT</b> 2,120.61 <b>CURR ESCROW PMT</b> .02		<b>DISBURSEMENT ACTIVITY:</b> <b>PROPERTY TAXES</b> 23,496.79 <b>HAZARD INSURANCE</b> 5,284.31 <b>FHA/PHI INSURANCE</b> .00 <b>ADDT'L ASSESSMENTS</b> .00 <b>TAX PENALTY</b> 1,727.98
<b>PRINCIPAL ACTIVITY 2010:</b> <b>PAYMENTS APPLIED</b> 421.68 <b>REMAINING BAL</b> 262,635.50		
<b>ESCROW ACTIVITY 2010:</b> <b>BEGIN ESCROW BAL</b> 90,788.25- <b>TOTAL DEPOSITS</b> .00 <b>TOTAL DISBURSE</b> 30,509.08 <b>CLOSING ESC BAL</b> 121,297.33-		

2010 INTEREST PAYMENTS REPORTED TO IRS \*\*\*\*\* 1,698.91

YOU MAY OBTAIN ADDITIONAL COPIES OF THIS STATEMENT UPON REQUEST, SUBJECT TO APPLICABLE FEES.

# **Exhibit “37”**

**PITE  
DUNCAN  
LLP**

Arizona California Hawaii Idaho Nevada Oregon Texas Utah Washington

January 30, 2014

**NOTICE OF PRIOR ACCELERATION OF INDEBTEDNESS AND  
ENCLOSING NOTICE OF SUBSTITUTE TRUSTEE'S SALE  
RELATIVE TO TEXAS NON-RECOURSE HOME EQUITY LOAN**

Tina S. Alexander  
12318 Mossycup  
Houston, TX 77024

Re: Loan No.: 0010585743  
Loan Date: September 15, 1998  
Property Address: 12318 Mossycup, Houston, TX 77024  
Property Recording Information: September 22, 1998; Instrument #T280637  
Our File No.: 000008-001305.002

**This is an attempt by a debt collector to collect a consumer debt and any information obtained will be used for that purpose.**

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately**

1. The name of the creditor to whom this debt is owed is: Wells Fargo Bank, N.A., its successors and/or assigns.
2. Because of the failure to pay the delinquent amount due on the above-referenced Loan, Lender accelerated the maturity of your Loan on March 28, 2012, and declared the entire balance of the Loan due and payable in full. Lender will proceed to foreclose and sell the Property under the terms of the Security Instrument.
3. Pursuant to Texas Constitution Article XVI § 50(a)(6) and Rule 736 of the Texas Rules of Civil Procedure and applicable Texas law, an Order to Proceed with Notice of Foreclosure Sale and Foreclosure Sale was entered on November 8, 2013, under Cause No. 2013-54353, in the 127th Judicial District Court of Harris County, Texas; a copy of which is enclosed.

4375 Jutland Drive  
P.O. Box 17933  
San Diego, CA 92177-0933  
(858) 750-7600  
www.piteduncan.com

2 | Page

PITE  
DUNCAN  
LLP

4. Wachovia Mortgage, FSB, whose address is 4101 Wiseman Boulevard, San Antonio, TX 78251 is acting as the Mortgage Servicer for Wells Fargo Bank, N.A., who is the Mortgagee. The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the servicing agreement and the Texas Property Code Section 51.0012, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the Property secured by the above-referenced Loan.

5. The amount necessary for you to pay in order to cure the existing defaults and prevent this foreclosure sale may be determined by contacting:

Wachovia Mortgage, FSB  
c/o Paul A. Hoefker  
PITE DUNCAN, LLP  
4375 JUTLAND DRIVE, SUITE 200  
P.O. BOX 17935  
SAN DIEGO, CA 92177-0935

6. This letter constitutes notice required by law and the terms of the applicable loan documents. To the extent that you have received a discharge in bankruptcy, this notice does not constitute an attempt to collect a debt from you personally in violation of the discharge injunction of 11 U.S.C. Section 523.

Respectfully,

PITE DUNCAN, LLP



---

PAUL A. HOEFKER

VIA U.S. FIRST CLASS MAIL AND  
CERTIFIED MAIL RETURN  
RECEIPT REQUESTED

COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**Harris County Texas Home Equity Security Instrument**

**Date of Security Instrument:** September 15, 1998

**Amount:** \$296,000.00

**Grantor(s):** Tina S. Alexander

**Original Mortgagee:** World Savings Bank, a Federal Savings Bank

**Current Mortgagee:** Wells Fargo Bank, N.A.

**Original Trustee:** Gary Bradley

**Mortgage Servicer and Address:** Wachovia Mortgage, FSB  
4101 Wiseman Boulevard  
San Antonio, TX 78251

**Recording Information:** Recorded September 22, 1998, under Instrument No.  
T280637, Harris County, Texas

**Legal Description:** LOT FOURTEEN (14), IN BLOCK THIRTEEN  
(13) OF FROSTWOOD, SECTION TWO (2), AN  
ADDITION IN HARRIS COUNTY, TEXAS,  
ACCORDING TO THE MAP OR PLAT  
THEREOF RECORDED IN VOLUME 77, PAGE  
52 OF THE MAP RECORDS OF HARRIS  
COUNTY, TEXAS

**Date of Sale:** March 4, 2014

**Earliest Time Sale Will Begin:** 10:00 A.M.

Place of Sale: The foreclosure sale will be conducted in the area designated by the Harris County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosures sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

WHEREAS, an Order to Proceed with Notice of Foreclosure Sale and Foreclosure Sale was entered on November 8, 2013, under Cause No. 2013-54353, in the 127th Judicial District Court of Harris County, Texas;

The undersigned has been appointed as Substitute Trustee(s), each empowered to act independently, in the place of said Original Trustee, upon the contingency and in the manner authorized by said Texas Home Equity Security Instrument.

The Substitute Trustee will sell the Property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time state above or within three (3) hours after that time.

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of the notice immediately.**

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Texas Home Equity Security Instrument, conveyance of the Property shall be made 'AS IS' 'WHERE IS' without any representations and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

EXECUTED in multiple originals on February 3, 2014.



---

Paul A. Hoefker, Olga S. Panchenko, Jeff Leva or  
Theresa Perales or Sandy Dasigenis or Debby  
Jurasek or Sheila Horak or Tyler Martin, Substitute  
Trustee(s)  
c/o Pite Duncan, LLP, 4375 Jutland Drive, Suite  
200, P.O. Box 17935, San Diego, CA 92177-0935

COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550



IN THE DISTRICT COURT  
OF HARRIS COUNTY, TEXAS  
127TH JUDICIAL DISTRICT

**("Petitioner").**

**FILED**  
Chris Daniel  
District Clerk  
NOV 08 2013  
Time: *9:44a*  
By: *[Signature]*  
Theresa County, Texas  
**COPIES FOR SALE**

which is described by its commonly known street address as 12318 Mossycup, Houston, TX 77024 ("Property").

Certified Document Number: 58235601 - Page 1 of 4

Whereas all parties were served with reasonable notice of hearing, Petitioner appeared through its counsel of record.

Respondent **TINA S. ALEXANDER** (did/did not) appear.

Whereas, a debt exists as under the Texas Home Equity Note and Texas Home Equity Security Instrument; the debt is secured by a lien created under TEX. CONST. art. XVI, § 50(a)(6) that encumbers the Property, recorded under County Clerk file No. **T280637** in the Official Real Property Records of **HARRIS** County, Texas; Petitioner has given Respondent the requisite notices to cure the default and accelerate the maturity of the debt under the Texas Home Equity Security Instrument and TEX. PROP. CODE 51.002 and applicable law; and Petitioner has given Respondent the requisite notice of this proceeding under Rule 736 of the Texas Rules of Civil Procedure.

It is hereby ORDERED that Petitioner **WELLS FARGO BANK, N.A.**, its successors and/or assigns, is authorized to proceed with foreclosure under the Texas Home Equity Security Instrument executed by Respondent and TEX. PROP. CODE § 51.002. *No sooner than Jan. 15, 2014*

It is further ORDERED that a copy of this Order shall be sent to Respondent with the Notice of Sale of the Property at Respondent last known address:

**Tina S. Alexander**  
**12318 Mossycup**  
**Houston, TX 77024**

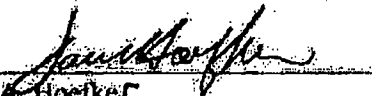
It is further ORDERED that the Petitioner, **WELLS FARGO BANK, N.A.**, its successors and/or assigns, may communicate with the Respondent and all third parties reasonably necessary to conduct the foreclosure sale of the Property, and, if Respondent is

represented by legal counsel, notice of the foreclosure sale date shall also be mailed to legal counsel by certified mail.

SIGNED this 8<sup>th</sup> day of Nov., 2013.

  
JUDGE PRESIDING

APPROVED:

By:   
Paul A. Hoefker  
State Bar No. 09772800  
Olga S. Panchenko  
State Bar No. 24058773  
Pite Duncan, LLP  
4375 Jutland Drive, Suite 200  
P.O. Box 17935  
San Diego, CA 92177-0935  
(858) 750-7600 telephone  
(619) 326-2430 telecopier  
phoefker@piteduncan.com  
Attorney for Petitioner  
WELLS FARGO BANK, N.A., its successors and/or assigns

No foreclosure  
proceedings before Jan. 15,  
2014.

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of this Order to Proceed with Notice of Foreclosure Sale and Foreclosure Sale was sent via certified and regular mail to the defendants listed below on October 17, 2013.

Tina S. Alexander  
12318 Mossycup  
Houston, TX 77024

C/M R.R.R. 7013 1710 0000 7123 1846  
AND REGULAR U.S. MAIL

  
\_\_\_\_\_  
Paul A. Huelker  
Olga S. Panchenko



I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this November 21, 2013

Certified Document Number: 58235601

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail [support@hcdistrictclerk.com](mailto:support@hcdistrictclerk.com)



Wiseman Boulevard, San Antonio, TX 78251 is the holder of the lien and is legally authorized to prosecute this foreclosure.

4. On December 31, 2007, World Savings Bank, FSB changed its name to Wachovia Mortgage, FSB. On November 1, 2009, Wachovia Mortgage, FSB changed its name to Wells Fargo Bank, N.A. True and correct copies of the Affidavit of Name Change are attached hereto as **Exhibit 1** and **Exhibit 2** and are incorporated herein by reference.

5. **Tina S. Alexander** ("Respondent") is an obligor under the loan agreement and may be served with citation with copy of application attached by first class and certified mail at his/her last known address: **12318 Mossycup, Houston, TX 77024**.

6. **PROPERTY:** The property which is the subject of this Application is described by its commonly known street address as **12318 Mossycup, Houston, TX 77024** ("Subject Property") and more particularly described by its legal description as follows:

**LOT FOURTEEN (14), IN BLOCK THIRTEEN (13) OF FROSTWOOD,  
SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS,  
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN  
VOLUME 77, PAGE 52 OF THE MAP RECORDS OF HARRIS  
COUNTY, TEXAS**

7. **TYPE OF LIEN:** The debt is secured by a Home Equity lien created under Tex. Const. art. XVI, Section 50(a)(6) as evidenced by the Texas Home Equity Security Instrument ("Security Instrument") dated **September 15, 1998** recorded under County Clerk File No. **T280637**, and re-recorded on January 25, 2006 under County Clerk File No. **Z049229** to add the Planned Unit Development Rider and Legal Description, in the Official Real Property Records of Harris County, Texas, as executed by **Tina S. Alexander**.

8. **AUTHORITY OF PETITIONER:** Petitioner is the holder of the Note and Deed of Trust as evidenced by the assignment(s) or other instruments attached hereto and may proceed with a foreclosure sale under the terms of the security instrument, Tex. Prop. Code § 51.002 and applicable law with respect to the secured Property made the subject of this proceeding.

9. **PERSONS OBLIGATED TO PAY THE LIEN:** Tina S. Alexander executed the Promissory Note ("Note") dated September 15, 1998, in the original principal sum of \$296,000.00, bearing interest and being payable as therein set out to the order of World Savings Bank, a Federal Savings Bank, and is the party who, according to the records of Petitioner, are obligated to pay the debt secured by the property (as hereinafter defined).

10. **DEFAULT:** A default exists under the debt for failure to make payments due and owing under the Note and Security Instrument. Tina S. Alexander failed to remit the installment payment due for December 1, 2007 and the obligation secured by the lien sought to be foreclosed is in default.

A. As of September 3, 2013, the loan agreement is in default a total of 70 months, including the September 1, 2013 payment,

B. As of September 3, 2013, the total amount to cure the debt is \$203,644.55.

C. As of September 3, 2013, the amount required to payoff the lien is \$562,761.01.<sup>1</sup>

11. Petitioner and/or its attorney has provided the requisite notice of default/notice of intent to accelerate and notice of acceleration to Tina S. Alexander (who signed the Note). Said notices were given by letter dated August 3, 2011 and March 28, 2012, respectively, and mailed

<sup>1</sup> The amounts referenced herein do not include attorneys' fees and costs associated with this Application. Interested parties can obtain an exact payoff and/or reinstatement quote by contacting Petitioner's undersigned counsel.



to Tina S. Alexander (who signed the Note) at the last known mailing address of 12318 Mossycup, Houston, TX 77024 (who signed the Note) as reflected in the records of Petitioner. The notice of default/right to cure/notice of intent to accelerate and notice of acceleration were given in accordance with Texas Property Code § 51.002, the Deed of Trust and applicable Texas law. The opportunity to cure has expired, and all other actions required under applicable Texas law and the loan agreement has been performed.

**THIS APPLICATION IS NOT BEING SOUGHT AGAINST THE OCCUPANT OF THE PROPERTY UNLESS THE OCCUPANT IS ALSO NAMED AS A RESPONDENT IN THE APPLICATION.**

**IF THE PETITIONER OBTAINS A COURT ORDER, THE PETITIONER WILL PROCEED WITH A FORECLOSURE OF THE PROPERTY IN ACCORDANCE WITH APPLICABLE LAW AND THE TERMS OF THE LIEN SOUGHT TO BE FORECLOSED.**

12. Petitioner is informed and believes that the last known mailing address for Respondent is: 12318 Mossycup, Houston, TX 77024. Petitioner's Certificate of Last Known Address is attached hereto as Exhibit 3 and is incorporated herein by reference.

13. Petitioner is informed and believes that Respondent is/are not in the military. Petitioner's Servicemembers' Affidavit is attached as Exhibit 4 and is incorporated herein by reference.

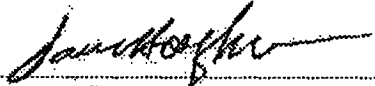
14. In further support of this Application, an Affidavit, which is attached and made part of this Application for all purposes, was made on personal knowledge and set forth facts as would be admissible in evidence.

WHEREFORE, PREMISES CONSIDERED, Petitioner, prays that upon final hearing,

the Court enter an order pursuant to Tex. Const. art. XVI, § 50(a)(6)(D), allowing Petitioner to proceed with foreclosure and sell the Subject Property described herein in accordance with the security instrument and Texas Property Code § 51.002, and for all such other and further relief as may be justly entitled.

Respectfully submitted,

By:

  
Paul A. Hoefker  
State Bar No. 09772800  
Olga S. Panchenko  
State Bar No. 24058773  
Pite Duncan, LLP  
4375 Jutland Drive, Suite 200  
P.O. Box 17935  
San Diego, CA 92177-0935  
(858) 750-7600 telephone  
(619) 326-2430 telecopier  
phoefker@piteduncan.com  
Attorney for Petitioner  
**WELLS FARGO BANK, N.A.**, its  
successors and/or assigns

**AFFIDAVIT IN SUPPORT OF ORDER FOR FORECLOSURE**

STATE OF TEXAS                   §

§

COUNTY OF BEXAR               §

The undersigned affiant, being first duly sworn, hereby states the following:

1. I am over the age of 18 and competent to testify as to the matters contained herein.

Every statement contained in this affidavit in support of the TEX. RULE CIV. P. 736 Application for Home Equity Foreclosure Order is true and correct.

2. I am Gary Garza II, and am over the age of 18 years. I am a Vice President Loan Documentation of Wells Fargo Bank, N.A. (Wells Fargo), Plaintiff in the above-captioned mortgage foreclosure action, and as such I am authorized to execute this affidavit. In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo mortgage servicing business to make these records. In connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by examining these business records.

3. According to the business records of Wells Fargo, each Respondent's last known address is as follows:

**TINA S. ALEXANDER  
12318 MOSSYCUP DR  
HOUSTON, TX 77024**

001-TXHE-V5

4. Tina S. Alexander (Hereafter "Obligor") is the maker and obligor of the debt evidenced by a Promissory Note ("Note" or "Debt"), a copy of which, consisting of 4 pages, is attached hereto as Exhibit A. The Note reflects that Obligor agreed to pay in regular installments the principal sum of \$296,000.00 with interest as set out in the Note, and reasonable attorney fees and other expenses in the event of enforcement, all without personal liability of Obligor.

5. Obligors executed a security instrument ("Deed of Trust"), a copy of which consisting of 21 pages, is attached hereto and incorporated herein in Exhibit B.

6. Wells Fargo Bank, N.A., directly or through an agent, has possession of the Note. Wells Fargo Bank, N.A. is either the original payee of the Note or the Note has been duly indorsed. Copies of any assignments of the Deed of Trust or other pertinent instruments, if any, consisting of 3 pages, are attached hereto and incorporated herein in Exhibit C.

7. Based upon the business records of Wells Fargo, and as of September 4, 2013:

- a. Obligor failed to remit the installment payment due for December 1, 2007 and the installments that have become due after that date.
- b. There are at least 70 unpaid scheduled payments.
- c. The amount required to cure the default before September 3, 2013 is \$203,644.55. This amount does not include attorneys' fees, late charges, interest, fees, costs, escrow advances or other lawful charges incurred after September 3, 2013, all of which will continue to accrue according to the terms of the Note and Deed of Trust.

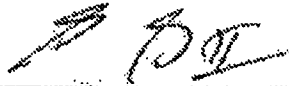
- d. The total amount required to pay off the loan agreement, contract or lien in full before September 3, 2013 is \$562,761.01. This amount does not include attorneys' fees, late charges, interest, fees, costs, escrow advances or other lawful charges incurred after September 3, 2013, all of which will continue to accrue according to the terms of the Note and Deed of Trust.

Wells Fargo Bank, N.A., directly or through an agent, has possession of the Promissory Note. Wells Fargo Bank, N.A. is either the original payee of the Promissory Note, or the Promissory note has been duly indorsed.

SEP 04 2013

Date

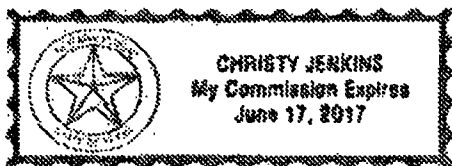
Gary Garza II  
Affiant Printed Name


  
Affiant Signature

Name: Gary Garza II  
Title: Vice President Loan Documentation  
Company: Wells Fargo Bank, N.A.  
Date: September 4, 2013

State of Texas     )  
County of Bexar    )

Sworn and subscribed to before me this 4th day of September, 2013.



  
Christy Jenkins  
Notary Public  
My Commission expires: 06/17/2017

001-TXHE-V5

AFFIDAVIT IN SUPPORT OF ORDER FOR FORECLOSURE

STATE OF TEXAS

COUNTY OF HARRIS

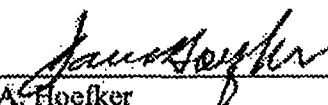
The undersigned affiant, being first duly sworn, hereby states the following:

1. I am over the age of 18 and competent to testify as to the matters contained herein. Every statement contained in this affidavit is within my personal knowledge and is true and correct.
2. I am currently an attorney employed by the law firm of Pite Duncan, LLP ("PD"), and am authorized to make this affidavit. In my capacity and in performing my duties, I have access to the business records of PD, and am authorized to make this affidavit, including the business records for and relating to the loan that is the subject of the Debt described in the TEX. RULE CIV. P. 736 APPLICATION FOR EXPEDITED FORECLOSURE. The facts stated in this Affidavit are also within my personal knowledge and stated based on my employment with PD, my responsibilities in said position and my review of the business records maintained by PD.
3. Information contained in this AFFIDAVIT in support of the TEX. RULE CIV. P. 736 APPLICATION FOR EXPEDITED FORECLOSURE is obtained from records kept by PD in the regular course of business, and it was the regular course of business for an employee or representative of PD with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the records or to transmit information thereof to be included in such records; and the records were made at or near the time or reasonably soon thereafter. The records attached to this affidavit are originals or exact duplicates of the original.
4. PD was retained by WELLS FARGO HOME MORTGAGE, A DIVISION OF WELLS FARGO BANK, N.A. TO represent its interest in foreclosure proceeding for the Debt described in the TEX. RULE CIV. P. 736 APPLICATION FOR EXPEDITED FORECLOSURE.

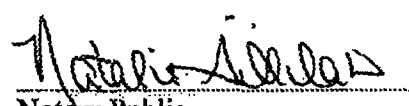
5. At the request of WELLS FARGO HOME MORTGAGE, A DIVISION OF WELLS FARGO BANK, N.A. the requisite Notice(s) of Intent has or have been mailed to:

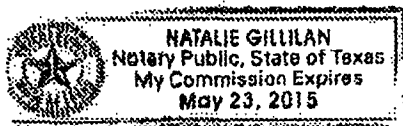
**Tina S. Alexander**

True and correct copies of such notices and proof of their mailing, consisting of 2 pages, are attached hereto and incorporated by reference as Exhibit D.

  
Paul A. Hoefker  
State Bar No. 09772800  
Pite Duncan, LLP  
4375 Jutland Drive, Suite 200  
P.O. Box 17935  
San Diego, CA 92177-0935  
(858) 750-7600 telephone  
(619) 326-2430 telecopier  
phoefker@piteduncan.com  
Attorney for Petitioner

Subscribed to and sworn before me this 16 day of September, 2013 by  
Paul A. Hoefker, known to me.

  
Natalie Gillilan  
Notary Public



State of Texas  
My Commission expires: 2015

**EXHIBIT 1**



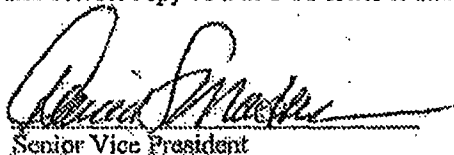
**SENIOR VICE PRESIDENT'S AFFIDAVIT OF NAME CHANGE**

**STATE: California**

**COUNTY: Alameda**

I, DAVID S. MARSEN, being a duly appointed and acting Senior Vice President of Wachovia Mortgage, FSB, whose address is 1901 Harrison Street, Oakland, CA 94612, being first duly sworn on oath, deposes and says:

Effective December 31, 2007, World Savings Bank, FSB ("the Savings Bank") changed its name to Wachovia Mortgage, FSB as a result of an amendment to the charter and bylaws of the Savings Bank, which was accomplished in accordance with federal regulation as evidenced by the Notice of Amendment of Charter and Bylaws letter issued by the Office of Thrift Supervision ("OTS") (California), on November 19, 2007, and is on file in that office. A true and correct copy of that OTS letter is attached to this Affidavit as Exhibit "A".

  
Senior Vice President

State of California §  
County of Alameda §

Before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same voluntarily in his/her authorized capacity.

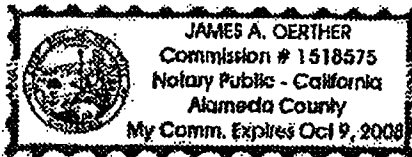
Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of AlamedaOn January 31, 2008 before me, James A. Oerther, Notary Public  
personally appeared David S. Madsen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

James A. Oerther

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**Title or Type of Document: Senior Vice President's Affidavit of Name ChangeDocument Date: 1/31/2008 Number of Pages: 1Signer(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**Signer's Name: David S. Madsen

- ☐ Individual  
☒ Corporate Officer — Title(s): SVP  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



**Office of Thrift Supervision  
Department of the Treasury**

*Nicholas J. Dyer*  
**Assistant Regional Director**

Pacific Plaza, 2601 Junipero Serra Boulevard, Suite 650, Daly City, CA 94014-1976  
P.O. Box 7165, San Francisco, CA 94120-7165 • Telephone: (650) 746-7025 • Fax: (650) 746-7001

November 19, 2007

John A. Stoker, Esq.  
Vice President and Assistant General Counsel  
Wachovia Corporation  
Legal Division - NCO630  
One Wachovia Center  
301 South Charlotte Street  
Charlotte, NC 28288

Re: World Savings Bank, FSB, Oakland, California  
Notice of Amendment of Charter and Bylaws

Dear Mr. Stoker:

This is in response to your letter, dated November 8, 2007, with enclosures, which you filed with the Office of Thrift Supervision (OTS) on behalf of World Savings Bank, FSB to amend the savings bank's charter and bylaws to change its name to Wachovia Mortgage, FSB and reflect a change in the location of its home office. The new home office address is 6825 Aliante Parkway, North Las Vegas, Nevada.

The institution met the requirements of 12 C.F.R. §§ 552.4(b) and 552.5(b)(2), and the proposed amendments will be effective December 31, 2007, as set forth in the Board of Directors' resolution adopting the changes to the charter and bylaws. The filing also met the requirement of 12 C.F.R. § 545.91(b) that the savings bank notify the OTS if there is a change in the permanent address of its home office.

Please feel free to contact me at (650) 746-7025 if there are any questions.

Sincerely,

A handwritten signature of Nicholas J. Dyer in dark ink.

Nicholas J. Dyer  
Assistant Regional Director

cc: Robert Burns, FDIC - Atlanta

**EXHIBIT "A"**

# **EXHIBIT 2**



Comptroller of the Currency  
Administrator of National Banks

Large Bank Licensing

November 1, 2009

Mr. James E. Hanson  
Vice President  
Wells Fargo Bank, National Association  
90 South Seventh Street  
Minneapolis, MN 55479

Re: Application to convert Wachovia Mortgage, FSB, North Las Vegas, Nevada to a national bank and application to merge the converted bank with and into Wells Fargo Bank, National Association, Sioux Falls, South Dakota  
Application Control Numbers: 2009-ML-01-0007 and 2009-ML-02-0010

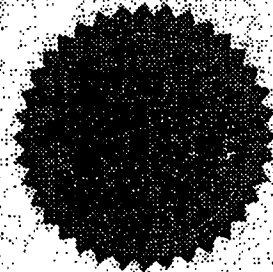
Dear Mr. Hanson:

This letter is the official certification of the Comptroller of the Currency (OCC) of the conversion of Wachovia Mortgage FSB, North Las Vegas, Nevada to a national bank with the name Wells Fargo Bank Southwest, National Association, effective November 1, 2009. This is also the official certification to merge Wells Fargo Bank Southwest, National Association with and into Wells Fargo Bank, National Association, Sioux Falls, South Dakota, effective November 1, 2009.

If you have questions regarding this letter, please contact me at (202) 874-5294 or by email at: [Stephen.Lybarger@occ.treas.gov](mailto:Stephen.Lybarger@occ.treas.gov). Please reference the application control number or numbers in any correspondence.

Sincerely,

Stephen A. Lybarger  
Large Bank Licensing Lead Expert



# **EXHIBIT 3**

מחזורי חיים

JUDICIAL DISTRICT

2020

000008-001305.002

# **EXHIBIT 4**



Cause No. \_\_\_\_\_

In re: Order for Foreclosure Concerning  
12318 MOSSYCUP  
HOUSTON, TX 77024  
under Tex. R. Civ. Proc. 736

and

TINA S. ALEXANDER  
("Respondent[s]")

and

WELLS FARGO BANK, N.A.  
("Petitioner")

§ IN THE DISTRICT COURT

§ OF HARRIS COUNTY, TEXAS

§ JUDICIAL DISTRICT

**PLAINTIFF'S SERVICEMEMBERS' AFFIDAVIT**

THE STATE OF TEXAS  
COUNTY OF HARRIS

§  
§

BEFORE ME, the undersigned notary, on this day personally appeared **Paul A. Hoefker**, a person whose identity is known to me, and after administration of the oath, stated as follows:

"My name is **Paul A. Hoefker**. I am above the age of twenty-one (21) years, have never been convicted of a felony or a crime of moral turpitude and am competent to make this Affidavit. I am capable of making this Affidavit. I understand that if I make or use a military status affidavit, knowing it to be false, I may be fined, imprisoned for not more than one year, or both. See 50 U.S.C. App. Section 521(c). The facts stated in this Affidavit are within my personal knowledge and are true and correct.:

☒ Defendants are not in the military. In support, offer the following facts to show Defendants are not in the military: Per the Department of Defense Manpower Data Center Military Status Report, attached hereto as **Exhibit 1**, and incorporated herein by reference.

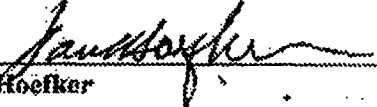
☐ Plaintiff asks the court to appoint an attorney to represent the Defendant because:

☐ Plaintiff is unable to determine if the Defendant is in the military. The Servicemember's Civil Relief Act of 2003, 50 U.S.C App. Section 521, requires the trial court to appoint an attorney to represent Defendant before a judgment may be rendered against him/her.

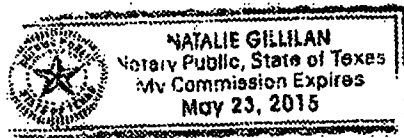
☐ Defendant is in the military The Servicemember's Civil Relief Act of 2003, 50 U.S.C App. Section 521, requires the court to appoint an attorney to represent Defendant before a judgment may be rendered against him/her.

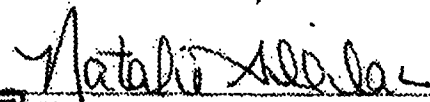
I understand that costs for the attorney ad litem may be assessed against the Plaintiff as costs of court unless otherwise ordered by the court."

000008-001305.002

  
Paul A. Hoefker

SUBSCRIBED AND SWORN TO (OR AFFIRMED) before me, Natalie G. Gillan on this  
14 day of September 2013, by Paul A. Hoefker,  
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s)  
who appeared before me.



  
Signature of Notary Public

# **EXHIBIT 4a**

## Department of Defense Manpower Data Center

Results as of: Aug-28-2013 06:03:42

SCRA 1.0



# Status Report

## Pursuant to Servicemembers Civil Relief Act

Last Name: ALEXANDERFirst Name: TINAMiddle Name: S.Active Duty Status As Of: Aug-28-2013

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Mary M. Snavelly-Dixon, Director  
 Department of Defense - Manpower Data Center  
 4800 Mark Center Drive, Suite 04E25  
 Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL: <http://www.defenselink.mil/faq/pla/PC09SI.DR.html>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: U45EDC44J0920B0

# **EXHIBIT A**

WORLD SAVINGS BANK,  
A FEDERAL SAVINGS BANK

**Exhibit A**

## NOTE

### TEXAS EQUITY FIXED RATE - FIRST LIEN

Loan Amount: \$298,000.00

Loan Number:

Property Address:  
12318 MOSSYCUP  
HOUSTON, TX 77024

Date: SEPTEMBER 15, 1998

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$298,000.00. This amount is called "principal", plus interest, to the order of the Lender. The Lender is WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK, ITS SUCCESSORS AND/OR ASSIGNEES. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.750%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

#### 3. PAYMENTS

##### (A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the 1ST day of each month beginning on NOVEMBER 01, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on OCTOBER 01, 2028, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date." I will make my monthly payments at 1001 HARRISON STREET, OAKLAND, CALIFORNIA 94612 or at a different place if required by the Note Holder.

##### (B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$2,120.59.

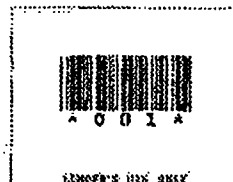
#### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES AND LEGAL LIMITS

If a law, which applies to this loan and which sets maximum loan charges (including, without limitation, Section 50(a)(5)(E), Article XVI of the Texas Constitution), is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. My acceptance of any such refund will constitute a waiver of any right of action I might have arising out of such overcharge.



TEXAS FIXED RATE NOTE—Single Family  
5D243A (02.03.95/1-99) C43A

Page 1 of 4

1/2

It is the express intention of the Note Holder and me to structure the extension of credit evidenced by this Note to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of this Note, the Security Instrument, or any other related loan document transcends the limit of validity prescribed by applicable law, then any such promise, payment, obligation, or provision shall be reduced to the limit of such validity, or eliminated if necessary for compliance with such law, and such document(s) shall be reformed automatically without the necessity of the execution of any new amendment or new document.

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

##### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

##### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

##### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

##### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

##### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees. I understand that these expenses are not contemplated to be incurred in connection with maintaining or servicing the extension of credit evidenced by this Note.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address. However, if the purpose of the notice is to notify the Note Holder of failure by the Note Holder to comply with the Note Holder's obligations under, or noncompliance with, any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then notice by certified mail is required.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

This Note and the lien securing same are authorized by the Texas Constitution, Article XVI, Section 50(a)(6). This Note is given without personal liability against each owner of the Property and the spouse of each owner, unless the owner or spouse obtained this extension of credit by actual fraud. If this extension of credit is obtained by actual fraud of any owner or the spouse of any owner, the Note Holder may enforce its rights under this Note against each person who signs this Note and each person who signs this Note is fully and personally liable for all of the promises made in this Note, including the promise to pay the full amount owed. Any person who takes over these obligations is also obligated to keep all of the promises made in this Note.



If this extension of credit is not obtained by actual fraud, the Note Holder may enforce its rights under this Note and the Security Instrument only against the Property and Note Holder shall not seek or obtain a judgment for any deficiency in relation to the amounts owed under this Note against any person who signs this Note who is the owner of the Property or a spouse of an owner of the Property.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive notice of intention to accelerate, except as provided in Section 8(c) above, and the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. SECURED NOTE - ACCELERATION

In addition to the protections given to the Note Holder under this Note, a "Security Instrument," dated the same date as this Note protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

#### AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Acceleration of Payment of Sums Secured. Lender may, at its option, require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal Law in effect on the date of the Security Instrument.

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration. If I fail to pay all Sums Secured by this Security Instrument, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

The Loan is Not Assumable. The extension of credit evidenced by the Note may not be assumed by another Person.

#### 11. CLERICAL ERRORS

In the event the Note Holder at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from the Note Holder, to reexecute any Loan Documents that are necessary to correct any such errors and I also agree that I will not hold the Note Holder responsible for any damage to me which may result from any such error.

#### 12. LOST, STOLEN OR MUTILATED DOCUMENTS

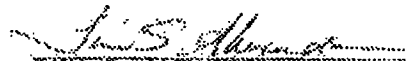
If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Note Holder delivers to me an indemnification in my favor, signed by the Note Holder, then I will sign and deliver to the Note Holder a Loan Document identical in form and content which will have the effect of the original for all purposes.

13. NO ORAL AGREEMENTS

THIS NOTE, THE SECURITY INSTRUMENT AND OTHER DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED .

BORROWER(S):

  
TINA S. ALEXANDER (Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Mailing Address: 12318 MOSSVUP  
HOUSTON, TX 77024

# **EXHIBIT B**

Exhibit B

RECEIVED REGISTERED BY  
WORLD SAVINGS BANK

MAILED RECORDED MAIL TO  
WORLD SAVINGS  
CENTRAL PROCESSING CENTER  
CLERK'S DEPARTMENT  
P.O. BOX 88648  
SAN ANTONIO, TX 78288-0448

521-21-0328

PURITY INITIAL TAKEN

LOAN NUMBER

0219817847

ATTACHMENTS  
STANDARD FINDER CHARTER

FOR ASSIGNED USE ONLY

## TEXAS EQUITABLE DEED OF TRUST

THIS IS A FIRST DEED OF TRUST WHICH SECURES A NOTE.

THE EXTENSION OF CREDIT SECURED BY THE LEND OF THIS DEED OF TRUST IS THE TYPE OF CREDIT DEFINED BY SECTION 90.001, ARTICLE XVI OF THE TEXAS CONSTITUTION.

## I. DEFINITIONS OF WORDS USED IN THIS DEED OF TRUST

(A) Security Instrument, This Deed of Trust, which is dated SEPTEMBER 15, 1998, will be called the "Security Instrument".

(B) Borrower, TINA B. ALEXANDER, AN UNMARRIED WOMAN

Borrowers will be called "Borrower" and sometimes simply "I" or "me".

(C) Lender, WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK \* \* \* \* \* ITS SUCCESSORS AND/OR ASSIGNEES, will be called "Lender". Lender is a FEDERAL SAVINGS BANK \* \* \* \* \* which is organized and exists under the laws of the United States. Lender's address is 1901 HARRISON STREET, OAKLAND, CALIFORNIA 94612.

(D) Note, The Note, signed by Borrower and having the same date as the Security Instrument will be called the "Note". The Note shows that I owe Lender the original principal amount of US \$200,000.00, plus accrued interest and such other amounts as stated in the Note. I have promised to pay this debt in monthly payments and to pay the debt in full by OCTOBER 31, 2008.

(E) Property, The property that is described below in Section II entitled "Description of the Property" will be called the "Property".

(F) Sums Secured, The amounts described below in Section II entitled "Borrower's Transfer of Rights in the Property" sometimes will be called the "Sums Secured".

(G) Person, Any person, organization, governmental authority or other party will be called "Person".

(H) Trustor, Beneficiary, Trustee, Borrower is the "Trustor". Lender is the "Beneficiary" and Gary Bratley, 4101 Wiseman Boulevard, San Antonio, Texas 78231, is the "Trustee".



OPTIONAL RECORDATION CODE  
41000 0012

Page 1  
COPY OF PROPERTY DEED

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RECORDING DATE

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 19 2006  
SHERYL B. FLORES, County Clerk  
Brew County, Texas

Deputy

Clerk J. DEN

521-21-1000

**II. BORROWER'S TRANSFER OF RIGHTS IN THE PROPERTY**

I irrevocably grant and convey the Property to the Trustee in trust for Lender, with a power of sale known as provided in Paragraph 24 below, subject to the terms of the Security Instrument. This means that by signing the Security Instrument, I am giving Lender and Trustee certain rights that are stated in the Security Instrument and that those rights that are not given to Lender and Trustee are transferred to a third party and in violation of a deed of trust I am giving Lender and Trustee their rights to protect Lender from possible losses that might result if I fail to:

1) pay all amounts owed to Lender under the Note, including any charges to the Note made with the written consent of Lender;

2) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7 below to protect the value of the Property and Lender's rights in the Property; and

3) keep all of my other promises and agreements under the Security Instrument, the Note and any charges to the Note made with the written consent of Lender.

**III. DESCRIPTION OF THE PROPERTY**

I give Trustee rights in the Property described below:

1) The property which is located at 12818 ROBBYCLIFF, HOUSTON, TX 77024. The legal description of this property is attached as Exhibit "A" which is made a part of this Security Instrument. This property is called the "Described Property."

2) All buildings and other improvements that are located on the Described Property;

3) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Described Property;

4) All rents or royalties and other income from the Described Property;

5) All mineral, oil and gas rights and profits, water rights and stock that are part of the Described Property;

6) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;

7) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection 2) of this Section;

8) All of the rights and property described in subsections 2) through 7) of this Section that I acquire in the future;

9) All replacements of or additions to the property described in subsections 2) through 8) of this Section;

10) All easements and condemnation proceeds relating to the Described Property; and

11) All of the amounts that I pay to Lender under Paragraph 2) below.

**IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that (a) I lawfully own the Property; (b) I have the right to grant and convey the Property to Trustee; and (c) there are no outstanding claims, charges, liens or encumbrances against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself and the Trustee has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

AG-0000 02/10/07-07/1000

0000 00 0000-00 0000  
Page 1

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST:

ROBERTA L. KENNEDY, County Clerk,  
Harris County, Texas

*Cheryl T. [Signature]*  
Deputy

Deputy

## COVENANTS

I promise and I agree with Lender as follows:

## 1. BORROWER'S PROMISE TO PAY

I will pay to Lender, on time, all principal and interest due under the Note and any late charges due under the Note.

## 2. PAYMENTS FOR TAXES AND INSURANCE

## (A) Borrower's Obligations

I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, household payments, ground rents or mortgage insurance premiums if any.

## (B) Escrow Account

Subject to applicable law, an escrow shall be required except upon written demand by Lender, in which case, I shall pay to Lender on the day payments are due under the Note, until the Note is paid in full, a sum sufficient for all yearly taxes, penalties and assessments which may arise, priority over the Security Instrument as a lien on the Property, all yearly household payments or ground rents on the Property, if any; all yearly hazard or property insurance premiums; all yearly flood insurance premiums, if any; and all yearly mortgage insurance premiums, if any. These funds are called "escrow funds." Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may receive for an escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 3801 of the C.R.S.P.A., unless another law that applies to the funds sets a lower amount. If so, Lender may, at any time, collect and hold funds in an amount not to exceed the lower amount. Lender may estimate the amount of funds due on the basis of current bills and reasonable estimates of expenditures of these escrow funds in accordance with applicable law.

The funds shall be held in an institution where deposits are insured by a federal agency, institutionally, or solely by Lender. If Lender is such an institution or is any Federal Home Loan Bank, Lender shall apply the funds to pay the escrow bills. Lender may not charge me for holding and applying the funds, except any charges the escrow account, or verifying the escrow bills, unless Lender pays me interest on the funds under applicable law. Lender shall make such a charge. However, Lender may require me to pay a one-time charge for an independent real estate appraiser's services used by Lender in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay me any interest or earnings on the funds. Lender shall give to me, without charge, an annual accounting of the funds, showing credits and debits to the funds and the purposes for which each debit to the funds was made.

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to me for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by Lender at any time is not sufficient to pay the escrow bills when due, Lender may so notify me in writing, not in such case I shall pay to Lender the amount necessary to make up the deficiency or shortage. I shall make up the deficiency or shortage in accordance with the requirements of the Lender, at its sole discretion, in the manner and time prescribed by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to me any funds held by Lender, if, under Paragraph 2C, Lender shall acquire or sell the Property. Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

20150615 15:04:00 4/10/15

2015 06 15 15:04:00 4/10/15

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Page 2

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 4 9 2016  
DEVERLY B. KAUBERMAN, County Clerk  
Harris County, Texas

Deputy



**3. APPLICATION OF BORROWER'S PAYMENTS**

Unless the law requires otherwise, Lender will apply each of my payments under this Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

- First, to pay any arrearage due to Lender under this Security Instrument;
- Second, to pay the amounts due to Lender under Paragraph 2 above;
- Third, to pay interest due under the Note;
- Fourth, to pay principal due under the Note;
- Last, to pay late charges due under the Note.

**4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS**

I will pay all taxes, assessments and any other charges and fees that may be imposed on the Property and that may be superior to this Security Instrument.

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents if any due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

Any claim, demand or charge that is made against the Property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation; or (b) in good faith, I agree or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property, other than the portion of the Property from the portion of that other lien on agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or the lien or liens of the lienholder set forth within fifteen days of the giving of notice.

**5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE**

At my sole cost and expense, I will obtain and maintain hazard insurance on owner of buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amount and for the periods of time required by Lender. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve any choice unless the refusal is reasonable. All of these insurance policies and amounts of the policies must be known to a Standard Mortgage Clause to protect Lender. The form of all policies and payments must be acceptable to Lender. Lender will have the right to hold the policies and proceeds. If Lender requires, I will promptly give Lender all receipts of paid premiums and received notices that I receive.

If I obtain earthquake insurance, any other hazard insurance, most life and/or disability insurance, or any other insurance on or relating to the Property or the Note and which are not specifically required by Lender, I will name Lender as loss payee of any proceeds.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, that Lender may do so.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, in Lender's option and in this order and proportion as Lender may determine in its sole and exclusive discretion, regardless of any assignment or lack of assignment of security, in preference to the extent allowed by applicable law, to the Sum Secured in a manner that Lender determines either (a) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds. Lender may use the Proceeds to repair or restore the Property or to pay the Sum Secured. The 30-day period will begin when the notice is given.

300000 (12/04/07) - JFS 0000

300000 (12/04/07) - JFS 0000  
Page 4

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 9 2006**  
BEVERLY N. KAUFMAN, County Clerk  
Harris County, Texas

*[Signature]*  
COUNTY CLERK

Deputy

If any Prepayments are used in reducing the amount of principal which I owe to Lender under this Note, that use will not delay the due date or change the amount of any of my monthly payments under this Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delay or change.

If Lender encloses the Property under Paragraph 3a below, all of my rights in the insurance proceeds will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in such proceeds will not be greater than the Same Secured indebtedness before the Property is acquired by Lender or sold.

If I am required by Lender to pay premiums for mortgage insurance, I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

## 6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS

I will keep the Property in good repair. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal hazardous materials and hazardous waste laws. I will not use, produce, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will knowingly, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for removal or remediation caused by the removal of hazardous waste or any other hazardous materials. If I do not own but am a tenant on the property, I will fulfill my obligations under my lease. I also agree that if I am paying for use of the Property, my lease document and the law will not change unless Lender agrees to the change in writing.

## 7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

If (a) I do not keep my promises and agreements made in this Security Instrument, or (b) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property such as a legal proceeding in bankruptcy, reorganization, for reorganization or to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property. Lender's actions may include appointing a court, picking reasonable attorney fees and bringing on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7 will not release me from my obligations under this Security Instrument.

I will pay to Lender my amounts with Lender advances Lender this Paragraph 7 with interest. At the interest rate in effect under the Note, I will pay these amounts to Lender when Lender sends me a notice requesting that I do so. Interest on each amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay these amounts with interest.

## 8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

## 9. AGREEMENTS ABOUT ENVIRONMENTAL TALKING OF THE PROPERTY

If all of the Property is taken by condemnation, eminent domain or other governmental taking, the proceeds from all awards or claims of damages or from a sale of all or any part of the Property to satisfy such governmental taking will be used to reduce the Same Secured debt. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of proceeds received by the taking. Lender will be paid the total amount of the Same Secured debt immediately before the taking, divided by (a) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or replace the Property or to replace or change secured. The 30-day period will begin when the notice is given.

EXHIBIT 11.1 (2005-07-08)

DEED OF TRUST-TH 2005-07

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Page 5

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 19 2006  
DEVERLY B. KACI/FRANK, County Clerk  
Harris County, Texas

Deputy

CUD-T. LIEN



If any proceeds are used to reduce the amount of principal which I owe to Lender under this Note, that use will not delay the due date or change the amount of any of my monthly payments under this Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

###### 10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

###### (A) Borrower's Obligations

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under this Note or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under this Note and under this Security Instrument.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under this Note or under this Security Instrument, even if Lender is requested to do so.

###### (B) Lender's Rights

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays losses, or pays other claims, charges or fees against the Property, Lender will have the right under Paragraph 34 below to demand that I make immediate payment in full of the amounts that I owe to Lender under the Note and under this Security Instrument.

###### 11. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS

Any Person who takes over my rights or obligations under this Security Instrument will have all of my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Similarly, any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Security Instrument.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together.

###### 12. MAXIMUM LOAN CHARGES

If the loan secured by this Security Instrument is subject to a law including without limitation, Article XVI, Section 50(a)(2)(B) of the Texas Constitution which sets maximum loan charges, and that law is fully interpreted so that the highest or true loan charges calculated or to be collected in connection with the loan exceed permitted limits, then all any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit and all any such charges already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by crediting the principal owed under this Note or by making a cash payment to Borrower. Borrower's acceptance of any such refund will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

###### 13. CIRCUMSTANCES AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Note or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all sums secured by this Security Instrument.

###### 14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at 12215 MOOSEVIEW, HOUSTON, TX 77024.

A notice will be given to me at an alternative address if I give Lender a notice of my alternative address. I may designate only one mailing address at a time for correspondence purposes. Any notice that must be given to Lender under this Security Instrument will be given by mailing it to my first class mail to Lender's address stated in Section 1.01 above entitled, "Definition of Where Lender is the Chief of Trust" unless I have given me notice of a different address. However, if the purpose of the notice is to notify Lender of failure by Lender to comply with Lender's obligations under, or inconsistent with, any provisions of the Texas Constitution applicable in connection of would be defined by Section 50(a)(2)(B) Article XVI of the Texas Constitution, then notice by certified mail is required. Any notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of the Paragraph is or of applicable law.

204807 11.2.2015 11:00 AM

0430 OF 0430 IN 00115  
Page 2

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 09 2006  
RENEE H. KAUFMAN, County Clerk  
Harris County, Texas

Deputy

DAVID LEE

**16. GOVERNING LAW; SEVERABILITY**

This Security Instrument and the Note shall be governed by and construed under federal law and federal rules and regulations, including those for federally insured savings institutions, called "Federal Law." It is the intent that any of the terms or provisions of the Security Instrument or the Note are interpreted or construed by a court of competent jurisdiction in the valid, lawful or unenforced, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of the Security Instrument or the Note.

**18. BORROWER'S COPY**

I acknowledge the receipt of one conformed copy of the Note and of this Security Instrument.

**17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY**

If the Property is no longer my homestead and if I am not a tenant in common, or if I am not a tenant in common, then Lender, Person authorized by Lender, or a member appointed by a court at Lender's request may, at any time, collect the rental payments, including overdue rental payments, directly from the tenants. At any time and from possession of the Property, Lender may, at any time, cancel any change rental agreements and leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tenants may only make those rental payments to Lender without having to ask Lender whether I have failed to pay my payments and obligations under the Security Instrument, or to the for my permission to do so.

If Lender acts to have the Property sold after a Breach of Duty as defined in Paragraph 26, I understand and agree that (A) my right to occupy the Property ceases at the time the Property is sold; (B) I shall have no right to occupy the Property after such sale; and (C) the written consent of the new owner of the Property and (D) my beneficial and unrevoked possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments (including after those costs have been paid in full, the remaining part) will be used to reduce the sums owed. The costs of managing the Property, may include the receiver's fees, reasonable attorney fees and the costs of my necessary home.

**18. REMEDY TO PROPERTY; LENDER'S RIGHTS**

I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property which occurs or will occur before or after the date of the Security Instrument. These rights to bring legal action may include an action for breach of contract, breach of covenant of a material fact or for intentional or negligent acts. Upon the request of Lender, I will assign these rights, as permitted by applicable law, to Lender. Lender may, at its option, enforce these rights in its own name and may apply any proceeds for injury or damage to the Property or to any amount that I may owe to Lender under the Note and this Security Instrument, after deducting any expenses, including attorney fees, involved in enforcing these rights.

**19. CLERICAL ERRORS**

In the event Lender at any time discovers that the Security Instrument, the Note or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, handwriting error, printing error or similar error, I agree, upon notice from Lender, to execute any Loan Documents that are necessary to correct any such error and I also agree that I will not hold Lender responsible for any damage to me which may result from any such error.

**20. LOAN, STOLEN OR MISPLACED DOCUMENTS**

If any of the Loan Documents are lost, stolen, misplaced or destroyed and Lender delivers to me an indemnification in my favor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the original for all purposes.

BORROWER'S SIGNATURE

DEED BY TRUST IN TRUST  
Page 7

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF (1) AN OR (2) AN OR (3) AN OR (4) AN OR (5) AN OR (6) AN OR (7) AN OR (8) AN OR (9) AN OR (10) AN OR (11) AN OR (12) AN OR (13) AN OR (14) AN OR (15) AN OR (16) AN OR (17) AN OR (18) AN OR (19) AN OR (20) AN OR (21) AN OR (22) AN OR (23) AN OR (24) AN OR (25) AN OR (26) AN OR (27) AN OR (28) AN OR (29) AN OR (30) AN OR (31) AN OR (32) AN OR (33) AN OR (34) AN OR (35) AN OR (36) AN OR (37) AN OR (38) AN OR (39) AN OR (40) AN OR (41) AN OR (42) AN OR (43) AN OR (44) AN OR (45) AN OR (46) AN OR (47) AN OR (48) AN OR (49) AN OR (50) AN OR (51) AN OR (52) AN OR (53) AN OR (54) AN OR (55) AN OR (56) AN OR (57) AN OR (58) AN OR (59) AN OR (60) AN OR (61) AN OR (62) AN OR (63) AN OR (64) AN OR (65) AN OR (66) AN OR (67) AN OR (68) AN OR (69) AN OR (70) AN OR (71) AN OR (72) AN OR (73) AN OR (74) AN OR (75) AN OR (76) AN OR (77) AN OR (78) AN OR (79) AN OR (80) AN OR (81) AN OR (82) AN OR (83) 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**21. WAIVER OF STATUTE OF LIMITATIONS**

I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or the Note.

**22. CAPTIONS**

The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument.

**23. MODIFICATION**

This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

**24. COMMONWEALTH, COOPERATIVE AND PLANNED UNIT DEVELOPMENT DECLARATIONS**

If the Property is a unit in a commonwealth, cooperative or planned unit development, each of which shall be called the "Project" and I have an interest in the common elements of the Project, then Lender and I agree that:

(A) If an owner's association or other entity, called "Owners Association" holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the share, proceeds and benefits of my interest.

(B) The following are called the "Constituent Documents" if the declaration or any other document which created the Project or By-laws of the Owners Association or rules of regulations for the Project or Articles of Incorporation, trust instrument or equivalent document which creates the Owners Association of the Project's association, conditions and restrictions, and all other equivalent documents.

I shall perform all of my obligations under the Constituent Documents, including my obligation to pay, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them; I will pay to Lender my proportionate share of the dues and assessments under the Paragraph 24 according to the terms described in Paragraph 7 above.

(C) If the Owners Association maintains, with an insurance company, a policy of insurance to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided with evidence of such master or blanket policy, then if Lender waives the provision in Paragraph 24 above for the monthly payment to Lender of the scheduled yearly premium, Lender shall provide for Lender insurance on the Property, and the master or blanket policy on the Property as required by Paragraph 5 shall be deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy. I shall give Lender prompt notice of any lapse in the required master or blanket coverage. I shall provide a copy of such master or blanket policy to Lender annually.

In the event of a declaration of forced insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to me shall be paid to Lender for application to the loans secured by this Security Instrument, with any excess paid to me.

I shall take such action as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable to Lender in form, amount and extent of coverage.

(D) I shall not, without the notice to Lender and with Lender's prior written consent, cause portions to be sold or conveyed or otherwise to be the subject of a mortgage or other lien on the Property, except for maintenance or termination required by law in the case of individual ownership by first or other security or in the case of termination, interest, death or other governmental action in any jurisdiction in any provision of Constituent Documents unless the provision is for the express benefit of Lender or of holders generally; all termination of participation, management and assumption of self-management of the Owners Association or all any action which would have the effect of rendering the master or blanket blanket insurance policy subject to the public liability insurance coverage included by the Owners Association unacceptable to Lender.

WITNESS MY HAND AND SEAL

DEED OF TRUST AND SECURITY

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 19 2006  
SUSAN L. LAUFMAN, County Clerk,  
Harris County, Texas

*Chet [Signature]*  
SUG T. LUN

Deputy

**20. NONPRIORITY**

Under the extension of credit evidenced by the Note, the extension of credit evidenced by the Note was obtained by me or my spouse and lender may enforce my obligation hereunder and under the Note solely by enforcement of its rights against the Property. If on extension of credit was obtained by me or my spouse's joint credit, lender may obtain a judgment against me, under my spouse, including a judgment for my delinquency that results from lender's use of the Property for an amount less than is owing under the Note, thereby subjecting me and my spouse's other assets to satisfaction of the debt.

**21. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED**

Acceleration of Payment of Same Secured. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument if, as or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender also may, at its option, require immediate payment in full if Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission. However, Lender shall not require immediate payment in full if this is prohibited by Federal law in effect on the date of this Security Instrument.

If Lender exercises the option to require immediate payment in full Lender will give the notice of acceleration. If I fail to pay on Same Source by this Security Instrument immediately, Lender may then or thereafter invoke any remedies permitted by this Security Instrument without further notice to or demand on me.

The Loan is Not Assumable. The extension of credit evidenced by the Note may not be assumed by another Person.

**22. SUBSTITUTION OF TRUSTEE**

Lender, at its option and with or without notice, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee in any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**23. PROPERTY IS HOMESTEAD; ACKNOWLEDGMENTS CONCERNING DEBTS**

I represent that the Property is my homestead notwithstanding any voluntary designation of homestead which I may have filed to the contrary. To the extent that the Property is designated for purposes like other Texas laws governing property taxes, the Property is used primarily for the production of cash.

In the future event that another property becomes my homestead, I understand and agree that the Property will no longer be my homestead and that the extension of credit secured by the Note of this Security Instrument will no longer be a loan of one type described by Section 505.001, Article XVI of the Texas Constitution.

If any portion of the proceeds of the loan secured by the Note of this Security Instrument were used in payment of my existing indebtedness to Lender not secured by a valid lien on the Property, I acknowledge that such payment was not requested by Lender and rather was made at my voluntary direction and request.

The indebtedness mentioned by the Note is the only indebtedness secured by the Property as of the date of this Security Instrument unless the other indebtedness was secured by me for one or more of the purposes allowed herein and pursuant to Article XVI, Section 505.001-20 of the Texas Constitution.

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2006-01-19 10:00 AM  
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ANY PROVISIONS HEREIN WHICH RESTRICT THIS SALE, RENTAL, OR USE OF THIS DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 19 2006**  
BEVERLY B. KAPLAN, County Clerk  
Harris County, Texas

*[Signature]* Deputy  
CUC T. LIEN

**20. RELEASE**

When a certificate has been furnished and full payment of all sums secured by the instrument has been made, the undersigned hereby releases the lien of the Security Instrument in favor of the Lender as a condition of the assignment of the Note to another lender following the satisfaction of the Note. **OWNER'S ACCEPTANCE OF SUCH RELEASE OR ASSIGNMENT SHALL CONSTITUTE ALL OF THE LENDER'S OBLIGATIONS UNDER SECTION 64, ARTICLE XVI OF THE TEXAS CONSTITUTION.**

**21. STATEMENT OF OBLIGATION**

To the extent allowed by law, I will give Lender a lien for furnishing any statement of obligation with respect to the Security Instrument or the Note.

**22. SUBORDINATION**

If all of the proceeds of the Note have been used to pay outstanding liens against the Property, I have requested Lender to advance the proceeds and I have represented that the Lender's advance will not be subordinated to any and all rights, superior liens, taxes and mortgages owned or claimed by any owner or holder of any outstanding liens and debts, even if these liens and debts are acquired by Lender by assignment or by release by the holder upon payment.

**23. SUCCESSION AND ASSUMPTION OF LIEN AND SEVERAL LIABILITY CO-SIGNING**

The covenants and agreements of the Security Instrument shall bind and benefit the successors and assigns of Lender and not, subject to the provisions of Paragraph 20, the successors and assigns of the Borrower and not, subject to the provisions of Paragraph 20, any person who co-signs the Security Instrument but does not execute the Note or co-sign the Security Instrument only in joint and several liability with the Borrower in the Property under the terms of the Security Instrument or to comply with the requirements of Section 506.004, Article XVI of the Texas Constitution providing for execution thereof, in order to maintain a valid lien by the release of each owner of the Property, he is not personally obligated to pay the sums secured by the Security Instrument and he agrees that Lender may rely upon the advice, counsel, opinion and recommendations of the lender in the making of the Security Instrument or the Note without the lender's consent.

**24. OWNER OBLIGATION**

Lender has relied upon statements of fact which I have made to qualify for this loan. I have stated and confirmed that (A) the Property is my personal and primary residence; and (B) I will use the Property as my residence for at least 12 months from the date the Security Instrument is recorded. If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Note and the Security Instrument.

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Page 10

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ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL CIVIL RIGHTS ACT OF 1964.

A CERTIFIED COPY

RECEIVED  
JAN 13 2015  
REBECCY R. J. HAN, County Clerk  
Harris County, Texas

Deputy

CLAY T. LEM



**34. WAIVER OF THE DEFENSE OF THERE IS A BREACH OF DUTY**

I and the undersigned "Borrower of Duty" if I do not pay the full amount of each monthly payment on the loan as is due, or if I fail to perform any of my obligations or agreements under the Note or the Security Instrument, or if my statement filed in my application for the loan was materially false or misleading or if my statement of material facts or if I have made any other statement to Lender in connection with the loan that is materially false or misleading, it there is a breach of duty by the Lender may, nevertheless, the undersigned acknowledge by this Note and demand immediate payment of all sums secured as described below.

Lender shall give me notice prior to acceleration following my breach of duty that not prior to acceleration under Paragraph 34 unless applicable law provides otherwise. The notice shall specify the default, the action required to cure the default, and a date, not less than 30 days from the date the notice is given to borrower, by which the default must be cured, and all that failing to cure the default on or before the date specified in the notice shall result in acceleration of the loan. Lender and undersigned agree that Lender's acceleration is irrevocable. The notice shall further inform me of the right to rescind after acceleration and the right to bring a court action to prevent the acceleration of a default or any other defense of mine to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured without further demand and may, at Trustee's option, upon written request of Lender may, institute proceedings to foreclose the lien of this Security Instrument either by judicial foreclosure or by court order in accordance with the rules of court procedure for expedited foreclosure proceedings promulgated from time to time by the Texas Supreme Court pursuant to the provisions of Article XVI, Section 20B of the Texas Constitution or, to the extent such promulgated rules are a court order permits, Lender may invoke the power of sale. If for any reason the provisions of Article XVI, Section 20B of the Texas Constitution are inapplicable, or if the lien of this Security Instrument shall be found not to exist, then, even so, Section 20B of Article XVI of the Texas Constitution does, in either such event, any portion of the indebtedness secured by this Security Instrument that is not so secured or authorized by the provisions of Article XVI, Section 20B of the Texas Constitution shall remain subject to the lien of this Security Instrument, and Lender may require immediate payment in full of all sums secured without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 34, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

If Lender invokes the power of sale or may be permitted pursuant to the above provisions or as may be permitted by court order or the rules promulgated by the Texas Supreme Court, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to me in the manner prescribed by applicable law. Sale shall be made at public auction between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month I authorize Trustee to sell the property to the highest bidder for cash in one or more parcels and in any other terms determined. I understand that the power of sale is not a confession of judgment or a power of attorney to confess judgment or to accept for me in a judicial proceeding.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the property with covenants of general warranty. I consent and agree to defend generally the purchaser's title to the property against all claims and demands. The covenants in the Trustee's deed shall be prime facts evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees; (b) to all sums secured; and (c) any excess to the person or persons legally entitled to it.

If the property is sold pursuant to this Paragraph 34, I or any person holding possession of the property through me shall immediately surrender possession of the property to the purchaser at that sale. If possession is not surrendered, I or such person shall be a tenant at sufferance and may be removed by writ of possession.

**35. WAIVER OF NOTICE OF INTENTION TO ACCELERATE**

I waive the right to notice of default to require immediate payment in full of all sums secured except as provided in Paragraph 34.

201502 12:30:50:113 JLN

STATE OF TEXAS  
Page 11

11

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

RECORDED JAN 19 2006  
DEBBIE R. FAUBIAN, County Clerk  
Harris County, Texas

*Debbie R. Faubian*  
COUNTY CLERK Deputy

## 18. HOME EQUITY LENDING COMPLIANCE

I and Lender intend to conform strictly to Section 50902, Article XVI of the Texas Constitution. It shall be a precondition to the exercise by me of any claim or remedy against Lender that I agree Lender, in seeking of any alleged loans by Lender to comply with its obligations under Section 50902, Article XVI of the Texas Constitution with respect to the fees assessed by the State and that Lender be given a reasonable time to correct or cure any such failure. I will repeatedly cooperate in Lender's efforts to comply with the requirements of Section 50902, Article XVI of the Texas Constitution. Only after Lender has received my written notice, has had a reasonable time to comply, and has failed to comply, shall the principal and interest be forfeited by Lender if required by Section 50902, Article XVI of the Texas Constitution.

If, from any circumstance whatsoever, any proceeds, payment, obligation or production of the Note, this Security instrument, or any other related loan document, evidences the limit of value provided by applicable law, then any such proceeds, payment, obligation, or production shall be reduced to the limit of such value or provided is necessary for compliance with such law, and such documents shall be returned automatically without the necessity of the execution of any new amendment or new document. Any return of payment will be made in accordance with Paragraph 12.

Lender's right-to-comply as provided in this Paragraph 18 shall survive the cancellation of Borrower's payment obligations under the Note and this Security instrument. The provision of this Paragraph 18 shall supersede any inconsistent provision of the Note or this Security instrument.

THIS SPACE INTENTIONALLY LEFT BLANK.

THIS INSTRUMENT IS NOT  
TO BE RECORDED

THIS IS INSTRUMENT NO. 15

Page 15

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

RECEIVED: JAN 19 2016  
REVERLY R. RAUFMAN, County Clerk  
Harris County, Texas

Deputy  
CLERK

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BY SIGNED BELOW, I accept and agree to the provisions and agreements contained in this Security Agreement and in any related signed by me and recorded in proper official records.

YOU MUST SIGN THIS DOCUMENT AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED.

PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW

BORROWER:

*[Signature]*  
TINA S. ALLEN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGMENT

CONTRACT NO. 200601190 2006  
NOTARY PUBLIC

OFFICE OF THE NOTARY PUBLIC  
Page 10 of 11

10

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY:

JAN 19 2006

DEVERLY B. KAPLAN, County Clerk  
Harris County, Texas

*[Signature]*  
COUNTY CLERK

Deputy



NOTICE ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF DALLAS

521-21-0348

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared VINCE B. ALLEN, known to me to be the person(s) whose name(s) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

1998 A.D. 16 day of September

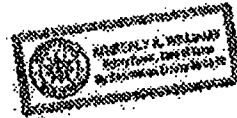
(Notary Seal)

Notary Public in and for DALLAS County, TEXAS

SEAL

Notary Name

Notary Expiration Date



ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST: JAN 19 2006  
BEVERLY B. KINNAMAN, County Clerk  
Dallas County, Texas

*[Signature]*  
County Clerk

821-21-0342

**WORLD SAVINGS**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

LOAN NO. ....

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF HARRIS  
STATE OF TEXAS \* \* \* \* \*, DESCRIBED AS FOLLOWS:

WEL 2117-035-13-9-55

TAPE ONLY THE LEGAL DESCRIPTION TO THIS PAGE.

2002012 10000 0010 000 0000

001 00000 000000 00000000

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: **JAN 18 2006**

ROBERTLY B. ZALPMAN, County Clerk  
Harris County, Texas

*[Signature]* Deputy  
COUNTY CLERK

RECORDING REQUESTED BY:  
WORLD SAVINGS BANK

WHEN RECORDED MAIL TO:  
WORLD SAVINGS  
CENTRAL PROCESSING CENTER  
CLAIMING DEPARTMENT  
P.O. BOX 856248  
SAN ANTONIO, TX 78285-0848

021-21-0343

FOR RECORDERS USE ONLY

### PLANNED UNIT DEVELOPMENT RIDER

LOAN NO.

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of SEPTEMBER, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Instrument (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's debt to WORLD SAVINGS BANK, A FEDERAL SAVINGS BANK, \*\*\*\*\*  
ITS SUCCESSORS AND/OR ASSIGNEES, the "Lender" of the same date and covering the Property described in the Security Instrument and located at  
12314 MISSOURI  
HOUSTON, TX 77024  
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in EXHIBIT "A" attached hereto and incorporated herein (the "Declaration"). The Property is a part of a planned unit development known as:

FROSTWOOD

[Name of Planned Unit Development]

the "PUD." The Property also includes Borrower's interest in the homeowners association or equivalent entity created or managing the common areas and facilities of the PUD (the "Owners Association") and the rules, benefits and proceeds of Borrower's interest.

MULTISTATE FUD RIDER -- Highway -- MULTISTATE UNIFORM INSTRUMENT  
FORM 515 9/90

SECURITY INSTRUMENT DATA

Page 1

ALL STATES EXCEPT CO, DE, FL, IL,  
MD, MI, MN, MO, NY, SD, WA, WI



00000000000000000000

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

ATTEST: JAN 19 2006  
DEPUTY CLERK, COUNTY CLERK  
Harris County, Texas

Deputy

CERTIFIED

Title Data, Inc. LE 0010850 HA 2049229.015

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the PUD's Declaration of Incorporation, Trust Instrument or any subsequent document which creates the Owners Association, and its any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property, which is satisfactory to Lender and which provides insurance coverage in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

B Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

4) Borrower's obligation under Uniform Covenant 8 to maintain hazard insurance coverage on the Property is deemed satisfied in the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapses in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds in the same secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any compensation in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the same secured by the Security Instrument as provided in Uniform Covenant 10.

NOTINSTATE PUD RULES—this form—PUD/PLANS INSTRUMENT

FORM 510 8/90

ALL STATES EXCEPT CO, DE, FL, GA, HI, IL, IN

Page 2

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THIS DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW

A CERTIFIED COPY

JAN 19 2006

REVERLY D. KAHNMAN, County Clerk  
Harris County, Texas

Deputy

DEPUTY CLERK

FILED DATA, INC. LS TXD18850 HA 2049229.017

Title Data, Inc. IS FD18850 BR 234323.013

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in the FLD Rider.

PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW

BORROWER(S):

*L. S. Alexander* \_\_\_\_\_  
 LINA S. ALEXANDER \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Waiting Address: 12318 MOSSCUP  
 HOUSTON, TX 77026

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

REALTORATE PUT RIDER—Page 1 of 4—FIDELITYBOND UNIFORM INSTRUMENT FORM FID-2700  
 200404 02/01/2004 1001 Page 1 of 4 ALL STATES EXCEPT CO, DE, FL, MA, MI, MO, NY, PA, VA

ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL,  
 OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF  
 COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER  
 THE FEDERAL LAW

A CERTIFIED COPY,  
 ATTEST: JAN 19 2006  
 BEVERLY B. KAUFMAN, County Clerk  
 Harris County, Texas

*[Signature]* Deputy  
 GREG T. LINDS

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF HARRIS

SUPPOSE MS. the undersigned, a Notary Public in and for said County and State, on this day personally appeared TIMA S. ALEXANDER

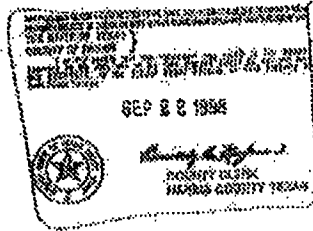
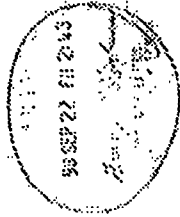
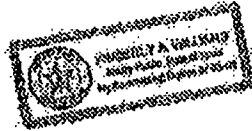
known to me to be the person(s) whose name(s) subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of September 1998, A.D.

IN.W.I

SEAL

Notary Public in and for HARRIS County, TEXAS  
Notary Term  
Notary Expiration Date



ANY PROVISIONS HEREIN WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER THE FEDERAL LAW.

A CERTIFIED COPY

ATTEST: JAN 19 2006  
HEATHER D. KAUFMAN, County Clerk  
Harris County, Texas

CURT LISA Deputy  
CUC T. LISA

"EXHIBIT A"

**RECORDED'S REMOVAL:**  
At the time of recording, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All backlogs, additions and changes were present at the time the instrument was filed and recorded.

ANY PERSONS WHOSE NAMES APPEAR ON THE LIST, BECAUSE OF THE DECEASED'S  
PROPERTY, MAY BE FORCED TO SUE IN COURT AND SUFFER A LOSS OF ESTATE AND  
THE STATE OF TEXAS  
COUNTY OF HARRIS  
Thereby certifying that a notice was given by publication to the  
date and of the time elapsed herein by me, and upon my RECORDING in the  
Official Public Records of Real Property at Harris County, Texas on

JAN 25 2006

*Bruce B. Kayman*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Arthur, Vernon Davis

*[Handwritten signature]*



# **EXHIBIT C**

# Exhibit C



Comptroller of the Currency  
Administrator of National Banks

Large Bank Licensing

November 1, 2009

Mr. James E. Hanson  
Vice President  
Wells Fargo Bank, National Association  
90 South Seventh Street  
Minneapolis, MN 55479

Re: Application to convert Wachovia Mortgage, FSB, North Las Vegas, Nevada to a national bank and application to merge the converted bank with and into Wells Fargo Bank, National Association, Sioux Falls, South Dakota  
Application Control Numbers: 2009-ML-01-0007 and 2009-ML-02-0010

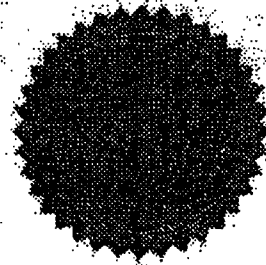
Dear Mr. Hanson:

This letter is the official certification of the Comptroller of the Currency (OCC) of the conversion of Wachovia Mortgage FSB, North Las Vegas, Nevada to a national bank with the name Wells Fargo Bank Southwest, National Association, effective November 1, 2009. This is also the official certification to merge Wells Fargo Bank Southwest, National Association with and into Wells Fargo Bank, National Association, Sioux Falls, South Dakota, effective November 1, 2009.

If you have questions regarding this letter, please contact me at (202) 874-5294 or by email at: [Stephen.Lyburger@oc.treasury.gov](mailto:Stephen.Lyburger@oc.treasury.gov). Please reference the application control number or numbers in any correspondence.

Sincerely,

  
Stephen A. Lyburger  
Large Bank Licensing Lead Expert





Office of Thrift Supervision  
Department of the Treasury

Nicholas J. Dyer  
Assistant Regional Director

Pacific Plaza, 2001 Junipero Serra Boulevard, Suite 650, Daly City, CA 94014-1976  
P.O. Box 7165, San Francisco, CA 94120-7165 • Telephone: (650) 746-7025 • Fax: (650) 746-7001

November 19, 2007

John A. Stoker, Esq.  
Vice President and Assistant General Counsel  
Wachovia Corporation  
Legal Division - NCO630  
One Wachovia Center  
301 South Charlotte Street  
Charlotte, NC 28288

Re: World Savings Bank, FSB, Oakland, California  
Notice of Amendment of Charter and Bylaws

Dear Mr. Stoker:

This is in response to your letter, dated November 8, 2007, with enclosures, which you filed with the Office of Thrift Supervision (OTS) on behalf of World Savings Bank, FSB to amend the savings bank's charter and bylaws to change its name to Wachovia Mortgage, FSB and reflect a change in the location of its home office. The new home office address is 6825 Allente Parkway, North Las Vegas, Nevada.

The institution met the requirements of 12 C.F.R. §§ 552.4(b) and 552.5(b)(2), and the proposed amendments will be effective December 31, 2007, as set forth in the Board of Directors' resolution adopting the changes to the charter and bylaws. The filing also met the requirement of 12 C.F.R. § 545.91(b) that the savings bank notify the OTS of there is a change in the permanent address of its home office.

Please feel free to contact me at (650) 746-7025 if there are any questions.

Sincerely,

Nicholas J. Dyer  
Assistant Regional Director

cc: Robert Burns, FDIC - Atlanta

**EXHIBIT "A"**

January 2, 2008

ATTENTION

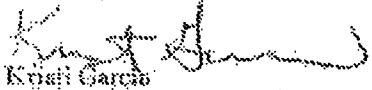
Re: Amendment of World Savings Bank, FSB's charter to change its name

As you know, on October 1, 2006, Golden West Financial Corporation, parent company of World Savings Bank, FSB ("World"), merged with Wachovia Corporation. Since October 1, 2006, the two institutions have undergone several integration procedures, one of which has been an amendment of World's charter to reflect a name amendment. Effective December 31, 2007, World Savings Bank, FSB became known as Wachovia Mortgage, FSB.

The charter amendment and/or name change may affect various matters relating to mortgage loans for which you have been retained. Accordingly, this letter is intended to provide guidance in your efforts to represent Wachovia Mortgage, FSB in those loan related matters. Subject to particular state or local rules, the name change should not require any special pleadings. All pleadings or documents prepared subsequent to December 30, 2007 both in furtherance of any outstanding legal matter or new matter in which the underlying documents reflect World, should set forth a statement of the charter amendment and refer to the surviving entity as, "World Savings Bank, FSB, now known as Wachovia Mortgage, FSB" or "Wachovia Mortgage, FSB formerly known as World Savings Bank, FSB". Should you need a Secretary's Affidavit please contact me.

Should you determine that your jurisdiction requires some other pleading or notice other than as set forth above, which would generate additional attorney fees or costs, please contact me before proceeding forward.

Sincerely,



Kristi Garcia  
Assistant General Counsel, Wachovia Corp.  
on behalf of Wachovia Mortgage, FSB, its subsidiary  
4101 Wiseman Blvd., MC TX1621  
San Antonio, TX 78250  
tel. 210-543-5747 fax 210-543-3015  
kristi.garcia@wachovia.com

# PITE DUNCAN LLP

Wm W. Pite CA NY WA  
 Wm D. Duncan CA TX WA  
 Mr J. Salmon  
 ID UT WA  
 Mr E. McAllister  
 CA HI OR CA WA  
 Mr L. Handley  
 CA HI NY  
 Mr A. Mann TX

Chelle L. Stanford  
 CA OR WA  
 Cynthia E. Salmon  
 CA CA NY  
 Mr R. Jimenez CA OR TX  
 Mr L. Papp CA TX WA  
 Mr A. Tolson AZ CA  
 Mr M. Nguyen CA HI  
 Mr J. Rankin CA OR  
 Mr A. Carrigan CA  
 Mr A. Paine AZ CA TX CA  
 Mr R. McElroy CA  
 Mr A. Rembow CA  
 Mr A. Callahan CA  
 Mr T. Nguyen CA  
 Mr M. Anderson CA  
 Mr C. Chao CA  
 Mr L. Loney CA  
 Mr B. Arnesen CA  
 Mr L. Partridge CA  
 Mr R. L. Peterson CA  
 Mr W. Short CA  
 Mr L. Piller CA  
 Mr C. Delmonico CA  
 Mr D. Ouel CA NY CA  
 Mr K. Thayer CA  
 Mr J. Mueller CA  
 Mr J. Fester CA  
 Mr J. Voth CA  
 Mr A. Butler CA  
 Mr V. Patten CA  
 Mr B. Brown CA  
 Mr A. J. Swift CA  
 Mr A. Black CA TX  
 Mr M. Macdonald CA  
 Mr D. Baker CA HI WA  
 Mr J. Bonlangor CA  
 Mr J. Thompson Jones AZ  
 Mr L. Butler CA  
 Mr R. Valdez CA  
 Mr C. Lissau CA  
 Mr M. McArthur CA  
 Mr R. Clark HI CA  
 Mr L. Graft CA NY  
 Mr R. Whalen CA NY  
 Mr J. Giffes CA  
 Mr A. Kervin CA  
 Mr R. Delgado CA  
 Mr L. Vanderschueren CA  
 Mr B. Masoli CA  
 Mr H. Adams CA  
 Mr S. Guran CA  
 Mr R. Caliente CA  
 Mr L. Christensen CA  
 Mr J. Christensen CA  
 Mr A. DeSoto CA  
 Mr M. Fisher CA  
 Mr M. Lyster CA  
 Mr A. Lyster CA  
 Mr S. Fontan CA HI  
 Mr S. Moyer CA  
 Mr A. Hentner CA  
 Mr L. Paine CA  
 Mr R. Zink CA  
 Mr A. Paine CA HI CA  
 Mr A. Magnusson HI  
 Mr J. Cook AZ  
 Mr L. Guran NY  
 Mr A. Christensen CA TX

3080  
 B. Rosen HI  
 17935  
 92177-0935  
 92177  
 750-7600  
 590-1385

August 3, 2011

## VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED AND FIRST-CLASS MAIL

Tina S. Alexander  
 12318 Mossycup  
 Houston, TX 77024

Re: **Property Address: 12318 Mossycup, Houston, TX 77024**  
**Loan No.:**  
**Our File No.: 000008-001305.002**

Dear Ms. Alexander:

This firm has been authorized by the holder of the note, Wells Fargo Bank, N.A. ("Creditor"), on the above-referenced home loan (hereinafter referred to as "the Debt"), to contact you regarding the status of your account.

You are hereby provided formal notice that you are in default under the terms and conditions of the Note and Security Instrument (i.e., Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due.

This letter serves as further notice that Creditor intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the thirty-third (33<sup>rd</sup>) day from the date of this letter, which is September 5, 2011 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default on or before the date specified in this notice, Creditor, will thereafter accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property without further notice, demand, or other action. If you received a bankruptcy discharge which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally. Notice provisions may be contained within your mortgage/deed of trust which notice may be required prior to foreclosure.

You are hereby informed that you have the right to "cure" or reinstate the loan after acceleration and the right to bring a court action asserting the non-existence of a default or any other defense you may have to acceleration and sale.

This is an attempt to collect a debt by a debt collector, and any information obtained will be used for that purpose. If you have received a discharge in bankruptcy, we do not seek a money judgment against you, but we seek only possession of the collateral which is security for the debt.

PITE  
DUNCAN, LLP

August 3, 2011  
Page 2

As of August 3, 2011, the date of this letter, the amount of the debt that Creditor is seeking to collect is \$124,863.14, which includes the sum of payments that have come due on and after the date of default, December 1, 2007; late charges; periodic adjustments to the payment amount (if applicable); and \$155.59 in additional debt for attorneys' fees and costs that have been incurred by Creditor to protect its interest in the property and/or rights under the Security Instrument. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Please be advised that as of September 1, 2011, the amount of the debt will also include the September 2011 payment and will be \$126,983.75.

Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call 1-800-500-8757. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your September 2011 installment is still due on September 1, 2011 (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). In addition, any advances made by Creditor to protect their lien position must be added to the total amount necessary to cure the default. Please disregard this notice if a payment sufficient to cure the default has already been sent.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30-day period, we will assume that it is valid. If you notify this law firm in writing at the firm address within the 30-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and will mail you a copy of the verification via first-class mail. Also, upon your written request within 30 days of this notice, we will provide you with the name and address of your original creditor on this loan, if it is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. NO PERSON IN THIS LAW OFFICE WILL GIVE YOU ANY LEGAL ADVICE. If, at any time, you make a written request to this law firm not to be contacted by phone at your place of employment, we will not do so. If, at any time, you make a written request to this law firm not to contact you, we will not do so, except by legal action.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by Creditor.

Creditor would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. Please contact the HUD toll free number (800-569-4287) to obtain a list of HUD-approved nonprofit organizations servicing your residential area.

**This is an attempt to collect a debt by a debt collector, and any information obtained will be used for that purpose. If you have received a discharge in bankruptcy, we do not seek a money judgment against you, but we seek only possession of the collateral which is security for the debt.**



PITE  
DUNCAN, LLP

August 3, 2011  
Page 3

Creditor requests that all payments be made in **certified funds, cashier's check or money order(s)** payable to and mailed to Wachovia Mortgage, FSB, to one of the below addresses (always include Loan # with your payment):

Wells Fargo Bank, N.A.  
Attn: Cashiering Department  
4101 Wiseman Boulevard  
San Antonio, TX 78251

All written correspondence should be forwarded to:

Gemma R. Galeoto  
Pite Duncan, LLP  
4375 Jutland Drive, Suite 200  
P.O. Box 17935  
San Diego, CA 92177-0935

Sincerely,



Gemma R. Galeoto  
ggaleoto@piteduncan.com  
(858) 750-7600

cc: Wachovia Mortgage, FSB

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only, No Insurance Coverage Provided)  
For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		5.59
Total P&C		

Postmark Here

Sent To: Tina S. Alexander  
12318 Mossycup  
Houston, TX 77024

Sent By: [Signature]  
Date: [Signature]

7020 3090 0003 2814 7944

This is an attempt to collect a debt by a debt collector, and any information obtained will be used for that purpose. If you have received a discharge in bankruptcy, we do not seek a money judgment against you, but we seek only possession of the collateral which is security for the debt.

English

Customer Service

USPS Mobile

Register / Sign In



Search USPS.com for Tools & Features

Quick Tools

Ship a Package

Send Mail

Manage Your Mail

Shop

Business Supplies

## Track & Confirm

VIEW TRACK UPDATES

PRINT DETAILS

YOUR LABEL NUMBER

9505096000020147544

STATUS

STATUS OF YOUR ITEM

DATE & TIME

LOCATION

FEATURES

Delivered

September 08, 2011, 8:24 am

SAN DIEGO, CA 92177

Certified Mail™

Processed through  
USPS Sort Facility

September 08, 2011, 11:22  
pm

SAN DIEGO, CA 92189

Processed through  
USPS Sort Facility

September 04, 2011, 10:00  
pm

SAN DIEGO, CA 92189

Unclaimed

September 01, 2011, 11:38  
am

HOUSTON, TX

Notice Left

August 05, 2011, 12:44 pm

HOUSTON, TX 77024

Processed through  
USPS Sort Facility

August 05, 2011, 12:47 am

HOUSTON, TX 77051

Processed through  
USPS Sort Facility

August 03, 2011, 10:47 pm

SAN DIEGO, CA 92189

### Check on Another Item

What's your label (or receipt) number?

Find

#### LEGAL

Privacy Policy •  
Terms of Use •  
FOIA •  
No FEAR Act/FEED Back •

#### ON USPS.COM

Government Services •  
Buy Supplies & More •  
Print a Label into Homebox •  
Customer Service •  
Site Index •

#### ON ABOUT.USPS.COM

About USPS History •  
Features •  
Mail Service updates •  
Forms & Publications •  
Careers •

#### OTHER USPS SITES

Electronic Customer Gateway •  
Postal inspectors •  
Inspector General •  
Postal Director

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I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.  
Witness my official hand and seal of office this September 16, 2013

Certified Document Number: 57308983 Total Pages: 60

Chris Daniel, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

**In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com**

EXPEDITED FORECLOSURE

CAUSE NO. 2013-54353  
RECEIPT NO. 468816Del\_CTM/FCM  
-TR# 72947946

Plaintiff:  
WELLS FARGO BANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS  
vs.  
Defendant:  
TINA S. ALEXANDER

In The 127<sup>th</sup>  
Judicial District Court of  
Harris County, Texas  
  
Houston, Texas

**CITATION BY CERTIFIED & FIRST CLASS MAIL**  
**Expedited Order Proceeding (TRC 106, 736)**

**THE STATE OF TEXAS**  
**County of Harris**

**In Re: Order of Foreclosure Concerning (12318 MOSSYCUP, HOUSTON, TEXAS 77024)**  
**To: TINA S. ALEXANDER**  
**12318 MOSSYCUP**  
**HOUSTON, TEXAS 77024**

Attached is a copy of: **APPLICATION FOR EXPEDITED FORECLOSURE PROCEEDING PURSUANT TO RULE 736 OF THE TEXAS RULES OF CIVIL PROCEDURE**

This instrument was filed on the 16<sup>th</sup> day of **SEPTEMBER, 2013** in the above cited cause number and court. The instrument attached describes the claim against you.

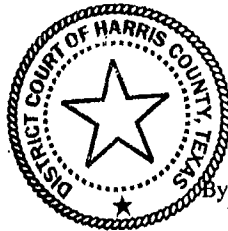
**YOU HAVE BEEN NOTIFIED.** You may employ an attorney. If you or your attorney do not file a written response with the Harris County District Clerk's Office who issued this citation by the first Monday after the expiration of 38 days from the date the citation was placed in the custody of the U.S. Postal Service, the Applicant may file a motion for a default order of foreclosure. On the 19<sup>th</sup> day of **SEPTEMBER, 2013** the citation was placed in the custody of the U.S. Postal Service in accordance with the clerk's standard mailing procedures. If the court grants the motion, a foreclosure sale will be conducted on the following property: **(12318 MOSSYCUP, HOUSTON, TEXAS 77024).**

**THE OFFICER SERVING:**

This citation was issued on the 19<sup>th</sup> day of **SEPTEMBER, 2013** under my hand and seal of said court.

Issued at the request of:

PAUL A. HOEFKER  
4375 JUTLAND DRIVE, SUITE 200  
P.O. BOX 17935  
SAN DIEGO, CA 92177  
Phone #858-750-7600  
Bar Number: 09772800



CHRIS DANIEL, District Clerk

Harris County, Texas  
201 Caroline Houston Texas 77002

(PO Box 4651, Houston, Texas 77210)

By: *Jenni L. Coble*  
Deputy: JERRI COBLE

OFFICER - AUTHORIZED PERSON RETURN

CAUSE # \_\_\_\_\_

COURT# \_\_\_\_\_

Came to hand the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and executed by mailing to Defendant first class mail and certified mail, return receipt requested, restricted delivery, a true copy of this citation together with an attached copy of \_\_\_\_\_ to the following address:

Addressee

Address

Service was executed in accordance with Rule 736 TRCP, upon the Defendant as evidenced by the return receipt incorporated herein and attached hereto at

On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by U.S. Postal delivery.  
CHRIS DANIEL, District Clerk  
HARRIS COUNTY, T E X A S

Certified Mail Tracking # \_\_\_\_\_  
And First Class Mail

By: \_\_\_\_\_  
Deputy: \_\_\_\_\_

# **Exhibit “38”**

**PITE  
DUNCAN**  
LLP

**San Diego**

Steven W. Pite *CA/NY/WA*  
John D. Duncan *CA/WA*  
Peter J. Salmon  
*CA/ID/UT/WA*  
David E. McAllister  
*AZ/CA/HU/OR/UT/WA*

Rochelle L. Stanford  
*AZ/CA/OR/WA*  
Josephine E. Salmon  
*AK/AZ/CA/NY*  
Laurel I. Handley  
*AZ/CA/ID/NY*  
Daniel R. Gamez *CA/TX*  
Eddie R. Jimenez *CA/NY/TX*  
Susan L. Petit *AK/CA/WA*  
Douglas A. Toleno *AZ/CA*  
Cuong M. Nguyen *CA/NY*  
Casper J. Rankin *CA*  
Charles A. Correia *CA*  
Melodie A. Whitson *CA*  
Brian A. Falco *CA/TX/WA*  
Christopher M. McDermott  
*CA*  
Jillian A. Benbow *CA*  
Thomas N. Abbott *CA*  
Tracy D. Mabry *TX*  
Drew A. Callahan *CA*  
Natalie T. Nguyen *CA*  
Alyssa K. McCordie *AZ/CA*  
Caroline M. Robert *CA*  
Genail M. Anderson *CA*  
Ellen Cha *CA/MN*  
Jose A. Garcia *CA*  
Erin L. Laney *CA*  
Angela M. Fontanini *CA*  
Jacque A. Gruber *CA*  
John B. Acierno *CA*  
William L. Partridge *CA*  
Christopher L. Peterson *CA*  
Katie L. Johnson *CA*

**Mailing**  
4375 Jutland Drive, Suite 200  
P.O. Box 17935  
San Diego, CA 92177-0935

**Overnight**  
4375 Jutland Drive, Suite 200  
San Diego, CA 92117

Ph.: (858) 750-7600  
Fax: (619) 590-1385

**Orange County**

Bruce J. Quilligan *CA*  
Kerry W. Franich *CA/NY*  
Elana J. Moeder *CA*  
Bryan T. Brown *CA/TX*  
Michael J. Fox *CA*  
1820 E. First St., Ste. 420  
Santa Ana, CA 92705  
Ph: (714) 285-2633  
Fax: (714) 285-2668

**Arizona Office**

Charles L. Firestein  
Phoenix, AZ

**Hawaii Office**

David B. Rosen  
Honolulu, HI

**Washington Office**

Seattle, WA

**Texas Office**

William P. Weaver, Jr.  
San Antonio, TX

April 28, 2009

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Tina S. Alexander  
12318 Mossycup  
Houston, TX 77024

**Re: Wachovia Mortgage, FSB v. Alexander**  
**Case No.: 2008-30835**  
**Loan No.: 0010585743**  
**Property: 12318 Mossycup, Houston, TX 77024**  
**Our File No.: 000008-001305.001**

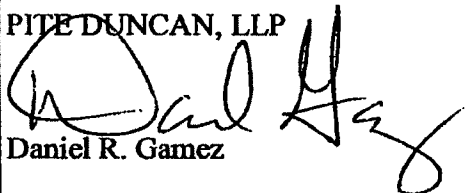
Dear Ms. Alexander:

Pursuant to your request, I have obtained an escrow breakdown for the above referenced loan. Please review the documents and contact me at your earliest convenience to discuss this matter further. I can be reached at (619) 326-2408.

I look forward to speaking with you soon.

Respectfully,

PITE DUNCAN, LLP

  
Daniel R. Gamez

Enclosure

**WACHOVIA****ESCROW BREAKDOWN****LOAN #:** 10585743**BORROWER:** Tina S Alexander**PROPERTY ADDRESS:** 12318 Mossycup, Houston TX 77024-4907

PAYMENT DATE	DESCRIPTION	PAYMENTS TO ESCROW	DISBURSEMENTS FROM ESCROW	BALANCE
03/01/05	Harris County Taxes 2002		-1,521.64	(\$1,521.64)
03/01/05	Harris County Taxes 2003		-1,748.54	(\$3,270.18)
03/01/05	Harris County Taxes 2004		-1,923.29	(\$5,193.47)
03/01/05	Penalty		-1,857.91	(\$7,051.38)
03/01/05	City of Houston 2002		-1,542.19	(\$8,593.57)
03/01/05	City of Houston 2003		-1,772.17	(\$10,365.74)
03/01/05	City of Houston 2004		-1,934.40	(\$12,300.14)
03/01/08	Penalty		-1,881.66	(\$14,181.80)
03/01/05	Spring Branch ISD 2002		-3,363.95	(\$17,545.75)
03/01/05	Spring Branch ISD 2003		-4,625.64	(\$22,171.39)
03/01/05	Spring Branch ISD 2004		-5,115.06	(\$27,286.45)
03/01/05	Penalty		-4,511.92	(\$31,798.37)
03/01/05	Additional Costs		-453.00	(\$32,251.37)
03/01/05	Abstractors fee		-250.00	(\$32,501.37)
03/01/05	Tax master fee		-50.00	(\$32,551.37)
03/18/05	Tax Bill and Court Order		-4,204.89	(\$36,756.26)
03/23/05	Delinquent Taxes 04/fy Harris Ct		-3,857.69	(\$40,613.95)
03/23/05	Penalty		-347.20	(\$40,961.15)
10/14/05	Harris County 02 base		-2,195.54	(\$43,156.69)
10/14/05	Penalty		-1,624.70	(\$44,781.39)
10/14/05	Harris County 03 base		-3,520.71	(\$48,302.10)
10/14/05	Penalty		-2,098.36	(\$50,400.46)
10/14/05	ISD Tax office 02 base		-1,991.09	(\$52,391.55)
10/14/05	Penalty		-1,329.05	(\$53,720.60)
10/14/05	ISD Tax office 03 base		-4,625.64	(\$58,346.24)
10/14/05	Penalty		-2,449.28	(\$60,795.52)
10/14/05	ISD Tax office 04 base		-5,115.06	(\$65,910.58)
10/14/05	Penalty		-2,002.54	(\$67,913.12)
07/31/06	County taxes 02 base		-2,195.54	(\$70,108.66)
07/31/06	County taxes 03 base		-3,520.71	(\$73,629.37)
07/31/06	County taxes 05 base		-3,945.48	(\$77,574.85)
07/31/06	Penalty		-6,097.66	(\$83,672.51)
07/31/06	ISD 02 base		-5,248.28	(\$88,920.79)
07/31/06	ISD 03 base		-4,625.64	(\$93,546.43)
07/31/06	ISD 04 base		-5,115.06	(\$98,661.49)
07/31/06	ISD 05 base		-5,248.28	(\$103,909.77)
07/31/06	Penalty		-6,840.72	(\$110,750.49)

**WACHOVIA****ESCROW BREAKDOWN**

LOAN #: 10585743

BORROWER: Tina S. Alexander

PROPERTY ADDRESS: 12318 Mossycup, Houston, TX 77024-4907

PAYMENT DATE	DESCRIPTION	PAYMENTS TO ESCROW	DISBURSEMENTS FROM ESCROW	BALANCE
01/01/05				\$0.00
03/23/05	County Tax Payment		3,857.69	\$3,857.69
03/23/05	Tax Penalty		347.20	\$4,204.89
04/01/05	Insurance Pyament		5,286.33	\$9,491.22
04/05/05	Insurance Refund	\$5,286.33		\$4,204.89
04/12/05	Tax Payment & Penalty Refund	\$4,204.89		\$0.00
04/18/05	Insurance Payment		5,286.33	\$5,286.33
02/15/09	Insurance Refund	\$5,286.33	5,286.33	\$5,286.33
03/09/07	Tax Penalty		470.54	\$5,756.87
03/09/07	Tax Penalty		389.84	\$6,146.71
03/13/07	Insurance Payment		5,286.33	\$11,433.04
03/30/07	Misapplication Reversal/Corp Advance		55,568.26	\$67,001.30
03/30/07	Misapplication Reversal/Corp Advance		15,861.51	\$82,862.81
10/02/07	Payment	\$440.53		\$82,422.28
10/02/07	Payment	\$440.53		\$81,981.75
10/02/07	Payment	\$440.53		\$81,541.22
10/02/07	Payment	\$440.53		\$81,100.69
10/02/07	Payment	\$440.53		\$80,660.16
10/12/07	Payment	\$440.53		\$80,219.63
03/18/08	Insurance Payment		5,284.31	\$85,503.94

# **Exhibit “39”**

Loan No. xxxxx5743

**NOTICE OF RESCISSION OF ACCELERATION**

**THE STATE OF TEXAS**

**COUNTY OF HARRIS**

On September 15, 1998, TINA S. ALEXANDER executed and delivered to, as Trustee, a certain Texas Home Equity Security Instrument ("Security Instrument") which was recorded as File No. T280637, on September 22, 1998, in the Official Public Records of Real Property of Harris County, Texas, and described as:

**LOT FOURTEEN (14), IN BLOCK THIRTEEN (13) OF FROSTWOOD, SECTION TWO (2), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 77, PAGE 52 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS**

The Security Instrument was given to secure the payment of Texas Home Equity Note ("Note") of even date, in the original principal sum of \$296,000.00, executed by Tina S. Alexander ("Borrower") and payable to World Savings Bank, a Federal Savings Bank. The Note is now held by WELLS FARGO BANK, N.A., its successors and/or assigns ("Lender").

Default occurred in the terms of the Note and/or Security Instrument and Lender provided notice to Borrower of said default, and of Lender's intent to accelerate maturity of the Note if the default was not cured within a specified period of time; and

Because the default was not cured, Lender accelerated the maturity of the Note on March 28, 2012, and declared all unpaid sums owing thereunder to be immediately due and payable; and

NOW, THEREFORE, Lender, without prejudice or waiver of any right or remedy available to it by reason of past or future default by Borrower, other than the specified defaults, hereby rescinds Acceleration of the debt and maturity of the Note. The Note and Security Instrument are now in effect in accordance with their original terms and conditions, as though no acceleration took place. Lender expressly requires full performance of any and all terms, conditions or requirements set forth in the Note and Security Instrument or any other documents executed by the parties to the indebtedness.

The validity of the Security Instrument or the perfection of any liens securing payment of the Note are not diminished in any way and this Notice is not intended, nor should it be construed to waive, release or limit any rights Lender would otherwise have under the terms of the Note and Security Instrument. Lender retains all rights of recourse against any and all parties obligated under the terms of the Note and/or Security Instrument. It is unnecessary for this



Loan No. xxxxx5743

Notice to be executed by any party other than Lender or its attorneys, agents or other authorized representatives whose actions benefit Lender.

Executed on March 6, 2014

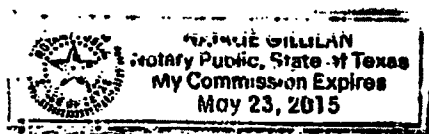
PITE DUNCAN, LLP

By: Paul A. Hoefker  
Paul A. Hoefker  
State Bar No. 09772800  
Olga S. Panchenko  
State Bar No. 24058773  
Pite Duncan, LLP  
4375 Jutland Drive, Suite 200  
P.O. Box 17935  
San Diego, CA 92177-0935  
(858) 750-7600 telephone  
(619) 326-2430 telecopier  
phoefker@piteduncan.com  
Attorney for Petitioner  
**WELLS FARGO BANK, N.A.**, its  
successors and/or assigns

Acknowledgment

State of Texas       §  
                              §  
County of Harris    §

This instrument was acknowledged before me on March 6, 2014, by Paul A. Hoefker



Natalie Gillan  
Notary Public – State of Texas

Tina S. Alexander  
12318 Mossycup  
Houston, TX, 77024

C/M R.R.R. 7013 1710 0000 7505 4392  
AND REGULAR U.S. MAIL

# **Exhibit “40 A”**

March 17, 2014

On the above date, Tina Alexander attempted to pay \$2,120.59, a monthly payment, on loan number 10585743 at:

Wells Fargo Bank, N.A.  
12859 Kimberly Lane,  
Houston, TX 77024

Mr. Rueben Guzman, branch manager, refused to accept my payment for the following reason:

He said I had to call 1-800-642-0257 because their system would not accept my offered payment. Wells Fargo's system showed a different account number for my loan and my account said loan was from Wisconsin & was paid off. ~~Finally located my loan a different name.~~ Said to call # & find out how to get payment processed. Refused to sign statement.

\_\_\_\_\_  
Branch Manager: Date:

Tina Alexander  
Tina Alexander Date: 3-17-2014

Julius K. Fetter  
Witnessed by: Julius "Kim" Fetter Date: 3-17-2014

\* Note called 1-800-642-0257 & they said loan still in foreclosure - despite decision that was sent and to call 1-855-519-3481; They said did not know what was happening & to call back. 3-17-2014 late afternoon

# **Exhibit “40 B”**

March 18, 2014

On the above date, Tina Alexander attempted to pay \$2,120.59, a monthly payment, on loan number 10585743 at:

Wells Fargo Bank, N.A.  
901 Gessner  
Houston, TX 77024

Don Lee, branch manager, refused to accept my payment for the following reason:

Said system would not accept payment and I needed to call 1-800-642-0257. Told her I did that yesterday & it sent me to legal who knew nothing. She suggested I try & call again.  
Refused to sign.

\_\_\_\_\_  
Branch Manager: Date:

Tina Alexander Date: 3-18-14  
Tina Alexander

Julius L Fetter Date: 3-18-2014  
Witnessed by: Julius "Kim" Fetter

\* called #'s again and got run around again.  
Spent 45 min. on hold for calls.

# **Exhibit “40 C”**

April 2, 2014

On the above date, Tina Alexander attempted to pay \$2,120.59, a monthly payment, on loan number 10585743 at:

Wells Fargo Bank, N.A.  
12850 Memorial Dr.  
Houston, TX 77024

Michelle Nguyen branch manager, refused to accept my payment for the following reason:

System ~~not~~ would not allow payment to be accepted. Said I needed to call 1-800-642-0257. Did not want to sign.  
\* Despite Revision, system still reflected problem.

\_\_\_\_\_  
Branch Manager: Date:

Tina Alexander Date: 4-2-14  
Tina Alexander

Julius K. Fetter Date: 4-2-2014  
Witnessed by: Julius "Kim" Fetter

# **Exhibit “40 D”**



April 21, 2014

On the above date, Tina Alexander attempted to pay \$2,120.59, a monthly payment, on loan number 10585743 at:

Wells Fargo Bank, N.A.  
1304 Blalock Dr.  
Houston, TX 77055

Eric Ordoney, branch manager, refused to accept my payment for the following reason:

Went to deposit payment & System refused.  
Said to call 1-800-642-0257.  
I explained my frustration for not being  
to make payment.  
D'd not want to sign & suggested I continue  
to call # provided

\_\_\_\_\_  
Branch Manager: Date:

Tina Schexnider Date: 4-21-14  
Tina Alexander

Julius K. Fetter Date: 4-21-2014  
Witnessed by: Julius "Kim" Fetter

# **Exhibit “40 E”**

May 1, 2014

On the above date, Tina Alexander attempted to pay \$2,120.59, a monthly payment, on loan number 10585743 at:

Wells Fargo Bank, N.A.  
7846 Longpoint Rd  
Houston, TX 77055

Maria Guyra, branch manager, refused to accept my payment for the following reason:

System would not accept payment &  
said to call 1800-642-0257.  
Very frustrated & left.  
Would not sign, just said I needed  
to call.

\_\_\_\_\_  
Branch Manager: Date:

Tina Alexander

Tina Alexander

Date:

5-1-14

Julius Fetter

Witnessed by: Julius "Kim" Fetter

Date:

5-1-2014

# **Exhibit “40 F”**

May 12, 2014

On the above date, Tina Alexander attempted to pay \$2,120.59, a monthly payment, on loan number 10585743 at:

Wells Fargo Bank, N.A.  
2824 Hillcroft  
Houston, TX 77057

Andre Pratta, branch manager, refused to accept my payment for the following reason:

System would not accept payment.  
Said to call 1800-642-0257  
D/N want to sign.  
Said to call & good luck

\_\_\_\_\_  
Branch Manager: Date:

Tina Alexander Date: 5-12-14  
Tina Alexander

Julius "Kim" Fetter Date: 5-12-2014  
Witnessed by: Julius "Kim" Fetter

**Exhibit "40 G"**

June 3, 2014

On the above date, Tina Alexander attempted to pay \$2,120.59, a monthly payment, on loan number 10585743 at:

Wells Fargo Bank, N.A.  
1625 S. Voss Rd  
Houston, TX 77057

Mike Plum, branch manager, refused to accept my payment for the following reason:

System would not accept payment & just said to call 1800-642-0257. Refuse to sign & suggest I keep calling the #:

\_\_\_\_\_  
Branch Manager: Date:

Tina Alexander Date: 6-3-14  
Tina Alexander

Julius K. Fetter Date: 6-3-2014  
Witnessed by: Julius "Kim" Fetter

# **Exhibit “40 H”**



June 17, 2014

On the above date, Tina Alexander attempted to pay \$2,120.59, a monthly payment, on loan number 10585743 at:

Wells Fargo Bank, N.A.  
9413 Katy Freeway  
Houston, TX 77024

Brian Konwa branch manager, refused to accept my payment for the following reason:

System w/ not accept pmt.  
Said to call same damn # 1800 642-0257  
Would not sign  
  
Very Frustrated

\_\_\_\_\_  
Branch Manager:

Date:

Tina Alexander

Tina Alexander

Date:

6-17-14

Julius K. Fetter

Witnessed by: Julius "Kim" Fetter

Date:

6-17-2014

# **Exhibit “40 I”**

July 8, 2014

On the above date, Tina Alexander attempted to pay \$2,120.59, a monthly payment, on loan number 10585743 at:

Wells Fargo Bank, N.A.  
5650 Memorial Dr.  
Houston, TX 77007

Rachael Bates, branch manager, refused to accept my payment for the following reason:

Very nice ~~but~~ but system will not accept payment. Said to call 1800-642-0257. Did not sign  
can get nowhere w/ calling # b/c it refers me on. Have spent ~~hours~~ hours trying to give Wells Fargo \$.

\_\_\_\_\_  
Branch Manager: Date:

Tina Alexander Date: 7-8-14  
Tina Alexander

Julius K. Fetter Date: 7-8-2014  
Witnessed by: Julius "Kim" Fetter